

South Carolina's Newsweekly

OSCEOLA

24 Pages

EICHEL, HENRY
ROOM 704 CHARLOTTE OBS. BUREAU
COLUMBIA SC 29201

Who can beat her?

Russell's vulnerable, but tough

five



Norma Russell

This week ...

Commentary ... P. 2

Our state government is at it again; licking the boots of industry at the expense of the public. Has it ever been any different?

Cheap Shots ... P. 2

Three judges had to be disqualified from an SCE&G rate hearing because of financial interests in the company; Raymond Finch pulls a bit of deception in his newsletter; Bud Hadley thinks the fact that he is from Lexington County will doom Spence in November and our metro daily runs a very strange review of a local art show.



Bud Hadley

The hometown boy?

An ol' Biddy? ... P. 5

This week's cover story questions whether any one of the three candidates seeking the nod to run against Norma Russell in November can beat her. One of the three has some unkind descriptions of the legislator.

Johnson's Race ... P. 9

Tom Broadwater and Jerry Screen are trying to shoot I.S. Leevy Johnson down in the Demo primary for a Columbia House seat. Both are hungry, while Johnson seems to be taking it easy.



I.S. Leevy Johnson

Reviews ... P. 14

Our theatre critic returns from New York with a report on a native son's off-Broadway play. A new local production is also reviewed and our TV critic questions whether there really is a Bill Fleming.

Opinion

Commentary on politics

BY VAL STIEGLITZ

Licking powerful boots

Ah, yes. The beat goes on. Our state government continues to work day and night to protect the public interest. Oh sure, the bureaucrats draw a paycheck every now and then. But let there be no doubt that they mean business when it comes to the public welfare.

Sure. Unless you happen to be with the Bureau of Radiological Health, in DHEC. Then it's a different matter.

It went like this: in April, the Bureau amended the license of the Chem-Nuclear corporation allowing it to bury radioactive waste in Barnwell County. Through 1977, the company had been interring waste at the rate of 135,000 cubic feet per month. This was being done on a 300-acre burial site.

DHEC made noises about South Carolina becoming the dumping ground for the nation's radioactive waste, and proceeded to put a cap on the amount that could be buried per month. Protecting the public interest, they said, making sure we wouldn't live with radioactive garbage in our backyards.

The very first month under the new guides, though, the company buried 32,000 cubic feet over the limit and DHEC has done absolutely nothing. Both state and company officials have made weak and self-serving protestations - that the new limit is impossible to observe, that it will take time, that there is no place else to put the stuff. But what it boils down to is the same old complicity between private industry and government, trotting along arm-in-arm at the expense of the general public. You'd think the job of government was to guard corporate interests, the way DHEC has sanctioned the violation by Chem-Nuclear.

It's really a very simple matter. The federal government has dragged its feet in deciding what to do about the waste existing nuclear facilities are generating. Commercial burial sites have sprung up to handle the stuff. Action by the government - some final determination on a permanent burial site - is not foreseeable in the near future. It then falls upon the individual states to try and control the influx and handling of radioactive material within its own borders. Charged with upholding the public welfare, the states can do no less, given the abdication of responsibility by the federal government.

So what does South Carolina do? It sets up a law then immediately lets a private violate it. Great. Some way to manage the radioactive material coming into the state.

It is a gross dereliction of duty on the part of DHEC, and the Bureau of Radiological Health, to permit Chem-Nuclear to continue violating the terms of its operating license. Just who runs this state, anyway? Are the bureaucrats there to serve the public - which would mean strict enforcement of the nuclear rules and regulations governing radioactive material disposals - or industry - which means letting Chem-Nuclear ship in as much of

(Continued On Page 5)

Cheap Shots

Raymon Finch gets tricky

It had to be a first; OSCEOLA being quoted in a promotional paper by the Raymon Finch campaign. A conservative Republican, a CPA by profession, for God's sake, using words from OSCEOLA to push his candidacy for Governor! Who'd a'thunk it?

But there it is, on page two of *THE WINNER*, "the official publication of the Finch for Governor Campaign Committee, May, 1978."

In a section headed "What the press had to say," OSCEOLA is quoted in the following manner: "... Finch can offer the voters government by an administrator, not by a lawmaker." The impression is that OSCEOLA is yearning for a real administrator to take the reins of government, that we are tired of those old, boring lawmakers.

Well, rest assured, good readers. We're not sporting any Finch buttons. In fact, the quote in *THE WINNER* is nothing more than a nifty bit of deception. It was lifted from a story which appeared in the April 20, 1978 edition of the paper, entitled "Is there a dime's worth of difference?" And it was actually a quote by Finch backer J. Drake Edens. In the paper, it really read: "J. Drake Edens, former vice-chairman of the Republican National Committee, is chairman of the Finch campaign's advisory committee. He says he believes Finch can offer the voters government by an administrator, not by a lawmaker." End quote.

So you see, the piece in OSCEOLA simply quoted a Finch - fan. The Finch campaign took the quote and cut it up to make it look like OSCEOLA was lauding the management abilities of Raymon Finch. It's as if you took a tour of the White House and, while in the Blue Room, said the nation of France should be nuked; then a newspaper made it appear that the position of the White House was that France should be nuked. Deceptive stuff, huh? The kind of stuff you expect from a "winner?"



Raymon Finch

Three very close friends

Lawyers for groups opposed to South Carolina Electric and Gas Company's recent rate increase have had to work their way through three Circuit Court judges before finding one without a financial interest in the utility.

The Midlands Welfare Rights Organization, People Are Coming and one individual, Roy W. Smith, are contesting a rate increase the Public Service Commission granted in December.

Bob Guild, who is representing the welfare rights group, says Judge John Grimball was originally scheduled to hear the case. He withdrew because his wife owns SCE&G stock. The case was then to have gone before Judge William Ballenger. After a chat with South Carolina Chief Justice Woodrow Lewis, he too decided not to hear the case. It seems his wife also owns stock in the company. Judge Wade Weatherford was next in line. Two guesses what Midlands utility company is included in his wife's stock portfolio.

Judge Dan Laney is now hearing this case. "Presumably his wife doesn't own stock," Guild says.

The judges withdrew from the case because the Code of Judicial Conduct requires they disqualify themselves if they, their spouses or minor children have a financial interest in a case.

All three judges are also former members of the state legislature, which elects

members of the Public Service Commission.

There is, of course, nothing illegal about a judge or a legislator owning stock. However, the situation does illustrate how closely SCE&G is tied to the state's political power structure.

How to beat Floyd

Bud Hadley's strategy for beating Republican Floyd Spence in the November Congressional elections is fairly simple. The story, really, is in the figures.

In 1970, Heyward McDonald took five out of six counties in the district, but lost the election. Why? Spence beat him by 8,724 votes in Lexington County.

In 1972, Matthew Perry took two counties and just narrowly lost two others. He

(Continued On Page 3)

Published weekly by Parallax Media Projects, Inc. Offices are located at 1726 Hampton Street, Columbia, S.C. Mailing address is Box 5033, Columbia, S.C. 29250. Business management by The Camden Company, Camden, S.C.

Val H. Stieglitz
Editor

Nancy M. Higgins
Staff Writer

Tom Bryan
Adv. Manager

John Marion
Theatre Editor

Leslie Blachman
Contributing Editor for Dance

Controlled circulation
postage paid at
Columbia, S.C.

Distributed free to selected households in Richland County and at the University of South Carolina.

Subscription rates outside of Richland County: \$5 for six months, \$8 per year, \$14 for two years. Mail to Box 5033, Columbia, S.C. 29250. Send your name, address and zip code with check.

Phone 254-6053, 254-5507 - business and editorial.

Cheap Shots

(Continued From Page 2)

too lost the election, as Spence trounced him by 12,181 votes in Lexington County.

In 1976, Clyde Livingston won three counties, but lost to Spence. Floyd beat him by 18,384 votes in Lexington County.

What these figures say is that Spence can be beaten out in the district. But he's tough as nails in his home county — Lexington. The Hadley people,

though, point out that none of his challengers have been from Lexington County. None had their own corps of support in Spence's backyard.

But Hadley is from Lexington. He's known there. The rationale is that Hadley can beat Spence in the other counties because almost everyone has beaten Spence away from Lexington. In addition, though, Hadley can cut into Spence's support in Lexington enough to tip the

(Continued On Page 11)

Heard & Noted

Kill 'em with kindness

If Floyd Spence ever needs a character reference, he won't have trouble finding one.

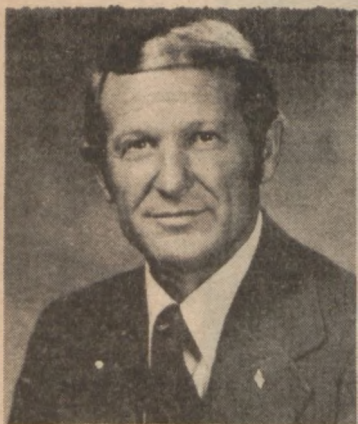
When Jack Bass, candidate for the Democratic nomination for Spence's seat, opened his campaign headquarters last week, he made what has become an almost obligatory tribute to Spence's personality. "He is one of the nicest fellows you will ever meet," Bass says.

A tribute like this usually precedes a discussion of the Congressman's many and varied deficiencies. It may be a "kill 'em with kindness" approach or it may be part of an effort lull hard-core Spence supporters into complacency and then try to convince them to change their minds.

Bass opened his campaign headquarters in Spence's, and Bud Hadley's, backyard. It's in a small frame house on Center Street in West Columbia. The location, Bass's press release shrewdly noted, "is in Lexington County." Not much gets past these former newspaper reporters.

Bass insists he had no ulterior motives, like provoking his opponents, when he moved into their territory. "This location was made available and we liked it," he says. But the action does appear to be part of an effort by both Democratic candidates to convince voters they are serious in their quest for the seat in Congress.

A little late!



Floyd Spence



Nancy Stevenson

Guy Jones, at an Environmental Coalition news conference last Friday, came down pretty hard on politicians who say they haven't yet made up their minds on the Richard B. Russell dam.

"It's been an issue for years," he said. "Any politician who hasn't made up his mind doesn't deserve the support of the voting public."

Just for the record, two people running for state or federal office this year replied to a Coalition query on the dam by saying they hadn't made up their minds.

One was Floyd Spence, which surprised no one. "On a subject of such importance, I have always tried to keep an open mind and to be receptive to all viewpoints," Spence told the Coalition.

The other was Nancy Stevenson, running for Lt. Governor. She said she had not researched or studied the issue yet.

Coming from two people who have been in public life for a long time, their professed ignorance and uncertainty on the dam controversy does raise an eyebrow or two.

a portfolio of innovations and traditions...



Who'd ever have thought fine shopping could come to Shandon so gracefully? Without disturbing any trees, without the onslaught of the jackhammers, bulldozers and new asphalt? shandonshop has come to life in Shandon, thoughtfully.

Five experienced young merchants have transformed a dull & empty old supermarket into a lively and compelling portfolio of innovations & traditions.

Thursday morning at 10 shandonshoppers will enter a neighborhood marketplace created especially for them.



Barbara Rakes introduces an intimate salon for the thoughtful selection of evening clothes as well as expanded stocks of functional sportswear, daytime dressing and coats. More than ever...the special shop for women in Shandon.

Brad Nykamp has assembled a blue chip listing of men's clothiers: Stanley Blacker, P.B.M., Oscar de la Renta, Resilio, Izod, Christian Dior ...to be offered concurrently with well-rounded choices in classic men's furnishings and clothing.



Brenda Kelly creates a multi-faceted gallery of carefully selected gifts & a perfumery for the shandonshopper who hopes to be intrigued & captured by the very special. A gallery of gifts & treasures of beauty & purpose.

Doug Harris is shandonshop's glassman & he has constructed a storehouse of pure design in glass. Functional glass—Practically priced for everyday and full lead crystal for long-term investments. Wares precisely selected for their undisputed combination of form & function.



Marcus York is the shandonshopper's agent for accessories & appointments for the kitchen, bed & bath. Headquarters for useful product demonstrations, cooking classes, hard-to-find gourmet cooking equipment, a coordinated & exclusive selection of fine bed linens & accessories for the bath.



shandonshoppers are invited to apply for the shandonshop charge—a one card access to this new neighborhood marketplace. In addition to the reliability inherent in personal service...shandonshop offers central free gift-wrapping, a central switchboard for shopper information, comfortable parking, easy access & convenience to good dining for luncheon & dinner. Fine shopping has come thoughtfully to Shandon.

drawings by Toby Shearn

10-6 Monday-Saturday
10-8 Friday

shandonshop...

2930 Devine Street
Columbia, South Carolina 29205 803-799-8642

South Carolina Arts Commission's Biennial Arts Award

for outstanding contributions to the
arts in South Carolina

Awards Presented In Six Catagories

Individual

Arts In Education

City

Organization

Business

Media

NOMINATING PROCEDURES

ANY CITIZEN OR ORGANIZATION IS ELIGIBLE
TO MAKE NOMINATIONS IN ANY CATAGORY. TO
RECEIVE MORE INFORMATION AND NOMINATIONS
FORMS WRITE BIENNIAL AWARDS, S.C. ARTS
COMMISSION, 829 RICHLAND STREET, COLUMBIA,
S.C. 29201.

DEADLINE FOR COMPLETED NOMINATIONS FORMS
JULY 15, 1978.



Metro Columbia

Three are shooting for Norma

But she's no easy touch

by Nancy Higgins

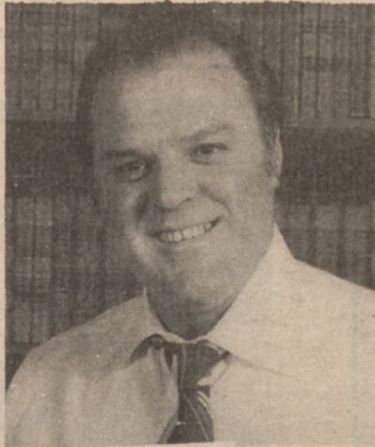
Lexington County's House District 90 offers many contrasts. It encompasses everything from small dilapidated cottages sitting beside unpaved streets in West Columbia, to massive apartment complexes to \$100,000 houses in WASP-ish communities like Seven Oaks and Coldstream.

Leeds Barroll, Bill Woods and Gene Broome are three Democrats who are vying for the chance to challenge Rep. Norma Russell there. They are also a study in contrasts, even if it is more one of style than philosophy.

Barroll, 26, was the first candidate to enter the race. He garnered a certain amount of free publicity when he announced his plans in January from one of the poorer neighborhoods in the district. It is the kind of neighborhood, he said at the time, that Russell has done little to help.

He has followed his early start with door to door campaigning, some advertising and some direct mailing. Unlike his opponents, he has been knocking on doors in the district's apartment complexes. Barroll concedes there may not be many registered voters living in the apartments. "I figure it can't hurt," he says. "Just about anybody who lives in an apartment is going to be a Democrat." The budget for Barroll's campaign is \$1,000.

The issues in his campaign, as in Wood's and Broome's, are not clearly defined. He talks



about how the district needs better services for the taxes it pays. Although he admits to liberal views on certain social issues, he describes himself as a "fiscal conservative". That's a popular phrase this year. "Generally, a lot of government spending does not aid the poor," he insists. He is the only candidate in the race who openly supports ratification of the Equal Rights Amendment.

Barroll received his bachelor degree from Harvard University, then redeemed himself by graduating from the University of South Carolina law school, like all self-respecting lawyers in the state. His youth, a point upon which Barroll seems to be a bit sensitive, may work to his advantage. He doesn't have heavy family and professional responsibilities which might interfere with campaigning. "There are 15 people in the legislature 30 or under," he says. "I counted."

Woods likes to think of himself as typical of the average voter in District 90.

He makes a good argument. Although he practices law out of a renovated house in downtown Columbia, he lives in Seven Oaks. He is a 37-year-old upper middle-class professional with three children and one station wagon. He moved into the district mainly because of the quality of public education there.

The voters, he hopes, will reward his empathy with their concerns by giving him the Democratic nomination. Meanwhile, he isn't emphasizing his membership in the party. Its name is not on his literature. He uses a special stamp which mentions it on literature which is mailed only to Democrats. "I generally wear a three-piece suit. I can walk through the district and people won't know whether I'm a Democrat or a

Republican," Woods says. This, he believes, is essential in a district in which the majority normally votes Republican.

Woods plans to spend about \$2,500 on the primary. He has

been trying to reach the voters at small meetings in supporters' homes. His only attempt at enticing apartment dwellers was to send out a flyer

(Continued on Page 6)

The casual look
for a traditional man:

100% Cotton Sweaters.

At Asbill's, Columbia's only
"Totally-Traditional" Clothiers.

Asbill's
GENTLEMEN'S CLOTHIERS

Major cards welcome or open your own Asbill's Charge
1114 Washington Street, Washington Plaza/252 2222/Ample free parking in
Washington Plaza Parking Mall

**WRAY FRAZIER
CAMPING
CENTER
798-0450**



SPIRIT



MACHO®

**Travel & Camping Trailer & 5th Wheels
Norris • Volunteer • Frolic • Smokey • Sunline • Scotty
MINI & MOTOR HOMES
VOGUE - MIDAS**

LEER & WINNEBAGO PICKUP CAPS

—Offering Sales, Service & Parts—
We Appreciate Your Business



Mon.-Fri. 8:30-6

Sat. 9-3

**Good Selection Used Units - Great Discounts New 77's
I-26 Frontage Rd., Between St. Andrews & Piney Grove Exits**

Commentary on politics

(Continued From Page 2)

the stuff, and reap as much profit, as it wants? This is the basic question raised by the license violation.

The state government has been quiet. After saying it wanted to tighten the burial laws in order to safeguard the public, it is permitting the laws to be broken. No excuses can alter this fact.

The public has a right to expect its government to forsee the hazards posed by radioactive burials, and act to minimize them. DHEC is not living up to this legitimate expectation, but is being used as a front for the commercial nuclear waste industry in the state.

The beat goes on, the same old beat we know so well; licking powerful boots, and ignoring the public.

Metro Columbia

Three are shooting for Norma

(Continued From Page 5)

reminding them to register. He plans to do some politicking in shopping centers, but to this point the campaign has been low key.

It's been too low key, says one Lexington County Democrat. Woods, he says, is "very knowledgable. His main problem is getting out of the office to campaign. That's his problem."

Woods is strongly in favor of long-range planning to make sure the environment isn't damaged as South Carolina becomes more industrialized. He also supports schools, lower taxes and judicial reform. "We know that everybody's sold on these things," he says. "It's just a matter of personalities and who can do a better job of reaching the goals that everybody wants to reach."

"I will gladly talk to four or more people anywhere, any time," Broome says enthusiastically. His campaign, he promises, will entertain, as well as enlighten, the voters.

With a primary budget of about \$6,000, he will out spend his opponents easily. He is visiting shopping centers, ball parks and office buildings and has done "very limited" door-to-door campaigning. Broome plans to buy radio and newspaper advertising and some "10-second type" television commercials.

The president of the Gene Broome Systems Inc., he owns and operates Jaws Seafood Restaurants and Shull Sausage Company. He hopes his occupation will help him in the election. Barroll and Woods, he says are "nice guys but I think we've got enough lawyers in the legislature." He points out that since he's not a lawyer he can't accept retainers from corporations or represent utility companies before the Public Service Commission.

Although he has never run for office before, Broome confidently maintains he is a better public speaker and a better politician than his opponents. "I'm the most qualified. I'm the best candidate running. I can relate to the ditch digger just like I can to the professional, because I've been both of them."

The issues he is stressing are a "more businesslike"

approach to spending public money, expansion of industry in the state, high-quality public education and law enforcement.

However, none of the three is emphasizing the issues which may be foremost in the minds of Democrats June 13: Can Norma Russell be beaten and which candidate will have the best chance of doing it?

One thing is clear. Russell is no push-over. Since she was elected in 1972, she has survived presumably serious challenges. Bud Hadley, who is now seeking the Democratic nomination for the Second District seat in Congress, reportedly spent \$10,000 in a race against her. But one thing has changed since Russell last faced the voters. In 1977, she became involved in an exceptionally well-publicized feud with Sylvia Risher, who was then clerk of the House. What became known as the "Russell-Risher thing" eventually resulted in Russell filing a law suit charging Risher with slander and assault. Risher filed her own suit saying Russell attacked her character and integrity. She was awarded \$22,000 in damages by a Bamberg County jury. Russell is now appealing the decision to the South Carolina Supreme Court.

Russell, Broome says, "is just a gossipy little ol' biddy. You can not control the 'affairs', put that in quotes, of others."

Woods and Barroll are a little more gentlemanly. Barroll is even willing to go as far as to say he thinks

Russell's legal position in her appeal is correct.

All three Democrats doubt her ability and, perhaps to a greater extent, her effectiveness as a legislator. "A lot of people who agree with Norma politically question her capability, her competence, her ability to get along with other people," Barroll says. "You do have to persuade other legislators to vote with you."

Woods says he doesn't talk about Russell unless he is asked about her. Neither does he mention her tiff with Risher. He says he doesn't have to do it. "Everybody knows about it."

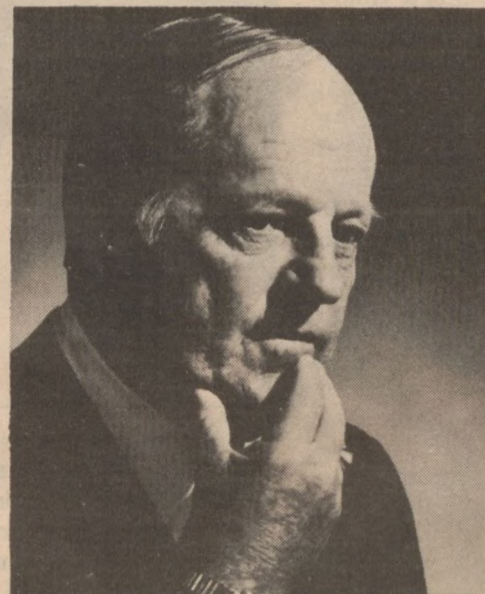
The feeling is, at least among Democrats, that Russell is in trouble. The lady may be a bit too loud and a bit too abrasive for those nice, quiet, prosperous Republicans out in District 90. The question remains, which Democrat has the best shot at the seat?

Barroll is energetic but he hasn't had time to build strong political supporters. He'll have plenty of chances later. Broome is probably right when he says he is the best campaigner of the group. His digs at the legal profession are bound to appeal to some voters. But he has had no experience in politics either. That leaves Woods. He comes across as bright but safe. After all, safety is one reason people live in the suburbs: safe schools, safe property values, safe distance from city problems. Which party does he belong to, anyway?

Woods may not have the

kind of style that has 'em rolling on the ground at stump meetings but the District 90 Democrats are safe in

Democrats are probably safe in assuming he is their best bet to beat the controversial Mrs. Russell.



Wm. Jennings Bryan

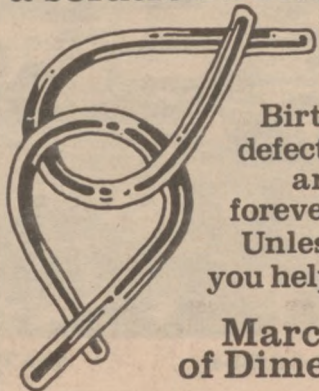
DORN

for Governor

Bryan Dorn has no further political ambitions. He would devote every hour of his four-year term as Governor to delivering services to all South Carolinians. The times demand excellence. Bryan has the necessary experience, associations and contacts at the local, state and national level to enhance the quality of life and benefit our people. He will move South Carolina ahead into an unprecedented new era of achievement culturally, morally, economically and educationally.

Paid for by Dorn for Governor

There's
a solution but...



Birth
defects
are
forever.
Unless
you help.

March
of Dimes

THIS SPACE CONTRIBUTED BY THE PUBLISHER

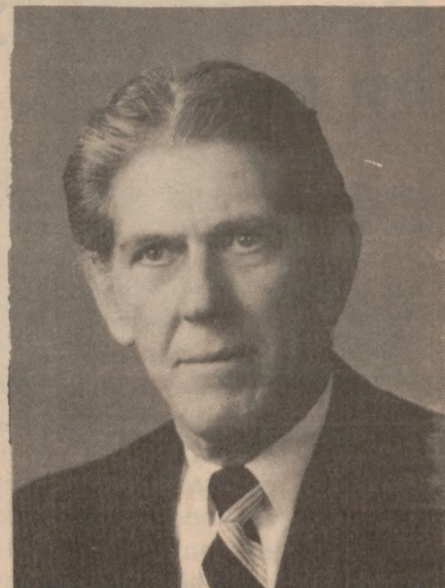
VOTE W.P. "BILL" BLANKS

FOR
**COLUMBIA
MAGISTRATE**

JUNE 13

A Lifelong Resident of Columbia District
Capable • Competent • Compassionate

"Bill" Blanks Pledges to Uphold the Law and
Administer Equal Justice With Impartiality



Political ad paid for by Blanks for Magistrate

Reason And Leadership



**Jim Barber for Richland
County Council**

Let's fight air pollution.



**Your Lung Association
cares about every
breath you take.**

The "Christmas Seal" People.

Metro Columbia

Will Johnson survive?

He's got two hungry opponents

By Nancy Higgins

At a time when it frequently seems like voters are given a choice between nonentities, the residents of Richland County's House District 74 have a pleasant problem. Three bright, articulate black lawyers are competing for their support.

Tom Broadwater, 43, and Jerry Screen, 30, are running for the seat held by I.S. Leevy Johnson, 36, since 1975. No Republications have entered the race. The district includes the area around Benedict College and Allen University, the Marion Street neighborhood and stretches out to Richland Memorial Hospital. It is predominantly black and encompasses middle-class neighborhoods as well as what one candidate describes as "the worst housing" in Columbia.

There are two obvious explanations for the abundance of well-qualified people who are stalking one small desk in the South Carolina House of Representatives. They all want the job and feel they could do it well, or Johnson has lost touch with the voters.

The first is more likely than the second. Black political observers in the city say Johnson has remained popular with his constituents.

Some people speculate Broadwater may have decided to run partly because he and Johnson don't get along well. The relationship has reportedly been cool since 1971, when Johnson signed a letter mailed to voters saying he supported a white candidate, rather than Broadwater, in a House race.

To wonder why the three are seeking the same office is "like asking why you eat chicken when chicken is the only thing available," Screen says. He believes the House seat is the best opportunity blacks have



Jerry Screen

to be elected to a public office locally. No black will be elected to the Columbia city council until the city is divided into single-member districts, he says.

The best way to find out why three qualified people run for the same office is to talk to Bryan Dorn, Brantley Harvey and Dick Riley, Broadwater says. "Some black guy suggested we work out who would run," he says. "I said, 'My God, that's just what they do in the Soviet Union.'"

Johnson, who doesn't lack confidence, refers to Broadwater and Screen's ego and ambition. "I guess, consciously or unconsciously, they think if you've beaten I.S. Leevy Johnson, you've beaten the top." He also thinks some people have the notion that all the power in South Carolina rests with the legislature. He professes to believe it's shifting to city hall. City officials have more control over matters like housing code enforcement and local services like garbage collection, he says.

Johnson and Broadwater offer an interesting contrast in styles. If there is such a thing as a "black establishment politician," and there probably isn't, Johnson would be an example of one.

He talks about how his length of service in the House is valuable to the voters. "I'm not in favor of the seniority system but as long as its the system, I must take advantage of it," he says. He points out that he is second vice chairman of the judiciary committee and vice chairman of the county delegation. He also says 50 per cent of a legislator's success in the House comes from just knowing its rules. It is almost as if he's saying it just comes "from playing the game."

Johnson also speaks, with a certain amount of pride, about his family connections in the district. He was born and attended college in it. His family's business, a funeral home, is there. His wife is from the district. His mother and in-laws live in it...You get the idea. "I've been campaigning in my community all my life,"

he says.

He shares a law office in downtown Columbia with Bill Toal, the husband of Rep. Jean Toal.

One of Johnson's supporters admits he "hasn't rocked the boat as much as a lot of people

would like." He speculates Johnson may be collecting IOUs and waiting for the right chance to use them.

Broadwater, on the other hand, has done his share of boat rocking. As a representa-

(Continued On Page 19)

In a leisurely fashion:

100% Cotton Madras Shirts
with button-down-collars.

At Asbill's, Columbia's only
"Totally-Traditional" Clothiers.

Asbill's
GENTLEMEN'S CLOTHIERS

Major cards welcome or open your own Asbill's Charge
1114 Washington Street, Washington Plaza/252 2222/Ample free parking in
Washington Plaza Parking Mall



FRONT PORCH FLORIST

A Complete Florist

Weddings • Parties • Anniversaries • Funerals • Plants
Hospitals • Corsages • Cut Flowers • Hanging Baskets
Fruit Baskets • Gifts for all occasions

FLORAFAX WIRE SERVICE 256-2222

3818 Devine St. - Corner Kilbourne & Devine - Located in
Piggly Wiggly No. 70 next to Dunbar Funeral Home

The Basil Pot

Complete dinners \$2.70-\$4.95
Open Wed-Sat * lunch & dinner

2721 Rosewood • 771-9648

SWEETHEART
ROSES

MARGUERITE
DAISIES

49¢
EA.

2.99
BUNCH

Born to Lose



The Humane Society of the United States

There are so many puppies and kittens born in this country that few of them find permanent homes. The rest of them lead lonely, suffering lives—often cut short under the wheels of a car or in the death room of a pound.

Don't be responsible for more suffering and needless death. Have your pet spayed or neutered.

A service of The Humane Society of the United States, Washington, D. C.

Cheap Shots

(Continued From Page 3)

election his way.

Of course, Hadley still has to beat Jack Bass in the Democratic primary. And Bass, it should be noted, has set up his campaign headquarters in Lexington County.

Both, it seems, are acutely aware that the Lexington vote is crucial. Hadley is counting on the fact that he is from the county to convince Democrats that he is the one to knock Floyd off.

Oh, those poor people!

Partly because of the anti-gallery, art-as-environment movement of the sixties, partly because of the generous receptivity of administrators and owners of public and private building, mostly, perhaps, because works in a workaday setting stand a better chance of being seen (and sold), art exhibits today can turn up almost anywhere — banks, book-stores, barber-shops, bowling alleys and bus-stops.

I suppose, however, even young artists happy to have a showing anywhere can't be indifferent to how various non-gallery spaces celebrate, assimilate or conceal their work. Banks (the true shrines of our time) are usually surrogate galleries — generally quiet, austere places with a steady stream of furtive clients. More convivial spaces, like book-stores and restaurants, often assimilate exhibits into their decor — like paintings in a house. And some exhibits in some places — like the Larry Lebby and Candy Waites joint exhibit of drawings, lithographs and mixed media paintings now displayed on the second floor of J.B. White's Richland Mall Store — contain pictures which belie the opulence of their surroundings.

In this last respect, a slipshod review of this show by *The State's* staff writer Martha Beaver is worth a mention.

"If you wonder what the poor people are doing," wrote Mrs. Beaver, "the works of Larry Lebby and Candy Waites will tell you. You see the listless, expressionless faces of the down-trodden, and somehow you don't care ... It's a shame that these two, who can draw so well, select such sick subject matter."

This modest exhibit happens to be a sort of visual rest stop amidst the clamour-

ing and Muzak-molded sounds in one of our drowsy twentieth century bazarres. But here was a chance — Mrs. Beaver seemed to say in a kind of secret ironic code—for those with a prurient interest in penurious sights and scenes to get a good vicarious gawk at slum or ghetto or migrant life in the chilly, anti-septic safety of a big department store.

As it turns out, none of the thirteen drawings by Candy Waites have anything to do with poverty (though three or four deal with old people). And only six or seven of Lebby's surprising variety of twenty-nine drawings, lithographs, and mixed media paintings deal with poor people, most of whom are black, like Mr. Lebby himself. Apparently, Mrs. Beaver had a sort of Pavlovian response to black faces and three or four portraits of subjects with long hair — she saw only dereliction.

Lebby, age 27, is a Columbia artist who has received a little of the national recognition he deserves. His draftsmanship is first-rate; he seems—from the evidence of this show — to do quite a bit of portrait work. Almost all his work in the present exhibit is realistic, in the sense that it deals with recognizable persons, places, things. (Incidentally, Lebby has, in terms of detail and shading, made original use of that most disposable of modern trinket - tools — the Bic Pen.)

The only truly negligible Lebby work in this show is a portrait of a smiling (naturally) President Carter and a sort of souvenir photo of Mr. Carter inspecting his portrait. (The nation has had an over-dose of Jimmy's emblematic grin.) Even a rather amateurish study of a small - county sheriff somehow captures the character.

Lebby's talent isn't yoked to the service of any sort of social realism, and he doesn't wield his pens to preach sermons on squalor. But included in this show are two arresting Lebby-works which *do* deal with poverty. One, sardonically titled "A Tribute to All Political Promises", is a desolate group picture of a family Lebby knows, the Macons, who live over on Hampton Street. There's also a strangely cryptic lithograph of a group of women gathered around the dim light of a sewing machine — almost a revival-like seance. Lebby's inspiration for this picture came from a forty-five year old family photograph, which showed his grandmother conducting a sewing class

during the Depression, under the auspices of the Works Progress Administration program.

Lebby says, "I have to work with something I can relate to, something I know, otherwise I'd just be faking it." Accordingly, most of his work deals with family, friends, and people and scenes which catch his eye: a drawing of a gang of children, stripped to the waist, bare feet, rolled up jeans, building a mud dam in a creek behind a junk yard, seems an innocent tribute to Huckleberry-Finn America. And I think Lebby has a small masterpiece in his lithograph of his Aunt Pauline and Uncle Josh, called "The Morning After". This elderly couple are sitting together on an outdoor bench; and what Lebby seems to have captured here (in terms of style captured here (in terms of style) is a cross between a Norman Rockwell painting

and a Diane Arbus photograph. Though this picture fails to tell us what the poor people are doing, it says a lot about companionship.

Candy Waites deserves second billing in this show but she has some very good work on display as well. Like Lebby, she can draw like — well, like a water bug skates, though she has an unfortunate Midas touch with some truly sick subject matter: cute and cherubic little children of the sort which, I can't resist saying, *should* be dear to Mrs.

Beaver's heart. Included, in Ms. Waites work is a witty character study of a man and woman cowby duo; an elegant portrait of an Indian woman with two children; a brilliant drawing of a beautiful dark-haired girl who looks as if she's just been through a holocaust of tears; and finally, a sensitive drawing of an elderly black lady — no, she isn't sitting on a rocking chair on a delapidated porch, and no, she isn't smoking a corn-cob pipe.

—Dan Lackey

For coordinating ideas:

100% Cotton belted and non-belted Trousers (Madras, tartans, basic solids, linen, poplin, pincord, and seersucker).

Asbille's
GENTLEMEN'S CLOTHIERS

Major cards welcome or open your own Asbille's Charge
114 Washington Street, Washington Plaza (2nd floor) Ample free parking in Washington Plaza Parking Mall

**Cancer is
often
curable.**

**The fear
of cancer
is often
fatal.**



American Cancer
Society



ATTENTION!



NOVICE BACKPACKERS

We are offering a series of programs to the beginning hiker and backpacker. These programs revolve around an enjoyable and educational hiking-backpacking excursion. They are designed to help you evaluate the degree of interest you may have in this sport without making large investments in equipment. In this way you can make an assessment before getting involved.

These trips be will three day weekends throughout the summer to the Smokey Mountains, led by a qualified instructor. A nominal charge of \$3.00 will cover transportation. Parties are limited to 5 persons. Bring your own food and equipment. Most gear may be rented from us. Registration and further information THE BACKPACKER 799-7571.

the
BACKPACKER
quality gear

Sleeping Bags • Tents • Packs & Frames • Kayaks • Footgear
• General Gear

940 HARDEN ST. COLA. (803) 799-7571
Monday-Friday 10-6:30 Saturday 10-6:00

Regional Faculty Exhibition

MAY 29 - JUNE 22

GALLERY HOURS MONDAY - FRIDAY 9 A.M. - 4 P.M.

ART GALLERY

McKISSICK MUSEUMS

THE UNIVERSITY OF SOUTH CAROLINA

THE 26th ANNUAL COLUMBIA-TENNIS TOURNAMENT

COLUMBIA TENNIS CENTER JUNE 10-17

**SPONSORED BY - COLUMBIA
PARKS & RECREATION DEPT.**

Reviews & the Arts

A fine production

Nothing more can be said about "The Sea Horse"

by John Marion
Theatre Editor

Every now and then somebody writes an effective play, the point of which is found in the characters themselves rather than in the plot. There is no message, no burning issue; it is the relationship between the characters that is important.

Edward Moore's *The Sea Horse* is that kind of play. His characters are real and their relationship is interesting and entertaining because, like Harry Bales and Gertrude Blum, it is complex, contradictory, perhaps even a little schizophrenic. In short, a love relationship.

Bob Hungerford does his finest work to date as Harry, a paunchy, life-loving seaman whose dreams and poetic flights are exceeded only by his inability to realize them. A man who works hard and lives from day to day happily unburdened by thought, he pursues the Quixotic task of persuading Gertie, the world weary and cynical mistress of The Sea Horse tavern, to marry him.

But Bales is nothing if not Quixotic; he is well experienced in dreaming dreams the fruition of which is impossible, because he never follows them up.

Hungerford is quite successful in creating a character who, in spite of an irrepressible poetic imagination is nonetheless a man of basic strength. He projects a solid masculinity that is not threatened by the fact that his beloved is considerably overweight. He is basically gentle, frequently childlike, occasionally tough, but always manly. He has no desire, in spite of Gert's accusation, to hide her from his friends because she is so fat. He loves her for exactly what she is, with as much

sexuality as consideration and tenderness.

Hungerford moves well on stage and projects the easy masculinity of Harry Bales. His drunken speech and meanderings are quite effective without being overdone. His greatest asset, however, is his face, which seems incapable of disguising Harry's alternating states of intoxication, pouting, concern, confusion, tenderness, anger and finally, resolution. His performance is intelligent and very honest and one has the delightful experience of watching a good actor having fun with a character that he obviously enjoys.

Drucilla Brookshire does fine, clean work as Gert Blum, a waterfront tavern keeper whose tough exterior is a sturdy defense for her deeper yearnings. A woman who has suffered much from brutal males, she is violently suspicious of Harry's declarations of love. Such outpourings for her indicate a failure of nerve which thus expose one to violence. She believes that she needs no one and that as a "fat pig," to use her own self description, no man will want to harm her again.

Ms. Brookshire combines toughness with intense



Bob Hungerford and Dru Brookshire in "The Sea Horse."

vulnerability to create a Gert that is appealing as well as moving. Though her character is often childish, she is nonetheless a woman; the fact that she has been wounded by men and has retaliated with a vengeance does not lessen her basic softness or her need for Harry Bales. Gert's internal conflicts are projected beautifully in Ms. Brookshire's explosive shifts from laughter to anger, and the pain of those conflicts is very poignantly established when she half clings to and half repels Harry as she repeats "I don't trust you, I don't trust you."

Director Davis Wesner is at his finest in this two-actor show. He moves them well and honestly and seems to have provided clear motivation for their actions. He also seems to have let them explore and make maximum use of their own abilities, for they act naturally and effectively without obvious strain. He is particularly successful in bringing out the concrete, physical nature of the

relationship between Harry and Gert. They hug each other, kiss each other, tickle each other, wrestle with each other and hit each other. They touch even when they are on opposite sides of the stage; Harry's constant "I didn't mean to start anything. I just wanted to talk" is as well aimed as his fist to her stomach.

Walter O'Rourke's set, the interior of *The Sea Horse*, is his most detailed of the season and reflects the precision of the whole production. The large wooden bar is backed by a mirror and shelves of glasses and whiskey bottles and is flanked by beer signs and posters (though one wonders if a Stroh's sign would hang in a West coast seaport). Above there are exposed wooden beams from which lamps hang and below there are

tables and chairs. A juke box is also present. Such a complete set provides the actors with a very supportive environment and they make full use of it.

The Sea Horse, in the opinion of this reviewer, is one of the finest productions in Columbia this season. It is short, barely over an hour, uncomplicated and limited to two actors. The players are therefore able to receive the full attention and guidance of the director and the result is a well planned show with plenty of room for innovation and experimentation. This production is intelligent and well crafted; director, scene designer and actors are all going in the same direction. It is wonderfully unpretentious and fresh, earthy and delightful. It is also an actor's dream.

The Sea Horse runs through June 3.

For a versatile life-style:

100% Cotton knit Lisle shirts.

At Asbill's, Columbia's only
"Totally-Traditional" Clothiers.

Asbill's
GENTLEMEN'S CLOTHIERS

Major cards welcome or open your own Asbill's Charge
1114 Washington Street, Washington Plaza/252 22227 Ample free parking in
Washington Plaza Parking Mall

SALAD LOVERS!

My Wife's Salad Knows No Season
It's always deliciously good



Ham, Turkey, Bacon and diced
cheese served on lettuce, to-
mato and cucumber base with
dressing choice and bread
slice. A meal in itself.
\$2.30

Groucho Of Columbia

611 Harden St.
799-5708

Banker Trust Tower
Parking Bldg. 799-9337

Television

by Dan Lackey

Is this man for real?

Bill Fleming gets the short end

Most everyone will recall the Spassky-Fisher world championship chess match in Reykjavik, Iceland, in the summer of 1972, the match which promised to be an ominous (and obvious) metaphor for cold war politics. Boris Spassky, U.S.S.R., gentleman-Champion v. Bobby Fisher, U.S.A., irascible boy-genius Challenger. Played-out in a distant polar land, the inscrutable drama of chess-the elite of past-times and intellectual obsessions for centuries--rested at the summit of an Everest of international intrigue, and promised to epitomize or caricature the (then) new fact of U.S.-Soviet detente.

Philosophers could have come to call this grandiosely trivial cerebral confrontation between two such disparate men as virtual cold war, had not Fisher's petulant misbehavior made the issues outside of chess ones of manners--the rude v. the refined, and psychology--the crazy incorrigibility of a man obsessed v. the urbane congeniality of a man who happened to like chess more than anything else in the world, and who happened to play it better than anyone else in the world--ah, except for Fisher, who, by finally defeating Spasky, idiotically vindicated that American platitude about nice guys finishing last.

Everyone will recall that famous match, but I bet not one in a million will remember that ABC Sports-Executive Producer, Boone Arledge--was actually up there in Iceland, spanning the globe, to cover the tournament for television. And I bet even those ones in those millions--excepting a few geniuses of TV trivia--won't remember who Mr. Arledge dispatched (temporarily exiled?) to Iceland, along with a guide, an American chess expert, whose name I can't recall, to capture the agony of Fisher's victory and the thrill of Spassky's defeat. You get three guesses but if you say Howard Cosell, you're a knee-jerk nerd, because even Boone Arledge, who often has a mischievous sense of humor, no, a truly absurdist sense of humor, couldn't have inflicted Howard's rude Menckonian presence on the top chess buffos of the world--say what? Was it Bill Fleming?

My God, you remember! I have a thing about Bill Fleming. I think Bill Fleming is probably the nicest man in the whole wide hyped-up world of sports coverage on TV, with the possible exception of Wide World anchorman, Jim McKay, who is virtually the Walter Cronkite of sports news. If you never watch television or ABC sports, you probably don't know or give a hoot about Bill Fleming, but if you watch ABC's sports coverage occasionally or even all the time you may be wracking your brain with images of their large stable of reporter-personalities, whining *Which one is he. Which one is he?* Wait, I'll try to describe him.

Bill Fleming is the guy (late forties? early fifties?) with the rather bland face, except for somewhat puffy, chipmunk-like cheeks. He has a tenor denasal voice. I'm sorry to have to introduce a technical term, but take that down: *tenor denasal*. Tenor, of course, is the upper-register male voice. Denasal means he doesn't speak enough through his nose (it's the opposite of nasal) so that his words have a somewhat hollow sound, occasionally throaty.

Fleming is a spirited, enthusiastic announcer but his voice just lacks *spark*.

Now this talk about voice leads to this month's theory about what kind of medium television really is (another installment in on-going

meditations on the pop-phenomenology of the tube). Contrary to popular opinion, television is not a *visual* medium or a *tactile* medium... it's a vocal-verbal medium! In support of this theory one can point to TV's standing bread-and-butter marriage with the talk show, as well as to its two-decade flaming affair with sports. Sports are an excellent example because they seem to support the contention that the appeal of TV is primarily visual. However, the case can be made that the kaleidoscopic thrill of sports action is nothing without the narrative brilliance of that unheralded hero of sports announcing, the play-by-play announcer. Bill Fleming is not just an announcer; he's a reporter, interviewer, just general all-around carnival-barker like the rest of the crew. But he suffers--because his voice lacks *pizzaz*. Let's face it, a good voice can make up for anything (practically)--even no sense of humor.

But a sense of humor he's

got to have somewhere--considering the absurd sports reporting situations the producers of Wide World of Sports put him in. Like that trip to Iceland in 1972. When he and the unnamed chess expert sat in a studio in Reykjavik in front of a small vertical chess board, Bill trying to figure out (for all he was worth) the crucial moves of the day as well as the most famous moves in the world history of chess.

Like that Saturday and Sunday a few weeks ago when Bill found himself in Utah's Zim National Park trying to promote the non-thrill of George Willig's snail-like ascent of a 1500 foot vertical rock cliff. (Not that something like this couldn't be interesting in an easy-going educational context. For example, I saw a cute little spot on hang-gliding, on SCETV's "Studio See" show this morning. But the only thing Willig could have done to live up to the promotional voice of Fleming was to unhook his climbing belts and take a suicidal swan

dive.) And finally, like that time last week at the Indianapolis 500 time trials.

Wide World of Sports appears to be making a regular feature out of the final two hours of the trials--live coverage of those final minutes when individual drivers try more and more desperately to qualify, and each man who has only qualified 33rd sits apprehensively, as they say, On The Bubble. Wide World had Bill Fleming down on the track for its special "Man On The Bubble" coverage.

Sunday, a small ruckus developed when one of the drivers, an inveterate showman, protested a qualifying rule by staging a sit-in in a car about to enter the on-deck circle.

As the driver hopped out of the car and was chased by security guards around the track--there was Bill Fleming, microphone in hand, like a rodeo cowboy distracting a rogue bull, trying to catch the impish agony of his defeat.

There Is Only One Question

Can you afford
NOT to read OSCEOLA?

What other publication
gets behind the scenes?

Who else asks the tough,
important questions?

There Is Only One Answer
Only in OSCEOLA

In a nutshell!



March of Dimes
TO PROTECT THE UNBORN
AND THE NEWBORN

THIS SPACE CONTRIBUTED BY THE PUBLISHER

Off-Broadway:

A local boy makes good

By John Marion

(From New York)

The family can provide a good playwright with loads of material for characterization and plot, in addition to situations and relationships with which most viewers are familiar. Plays about families are inherently appealing because anybody who has ever had parents, or children for that matter, will inevitably connect at least to some degree with the character that best mirrors his own situation.

Audience identification is almost guaranteed, because everybody is an expert on parent/offspring conflict, as well as the perhaps more insidious guerrilla warfare that exists between the offspring, euphemistically and deceitfully called "sibling rivalry."

Well, Dick Goldberg, formerly producer of South Carolina's state theatre, Stage South, is, if first plays indicate anything, a good playwright and apparently a very tough veteran of sibling/parent wars. His major strategy, or at least the one revealed in *Family Business*, is the clear perception that love, by no means simple, is still the basis of those intense, explosive and often treacherous relationships.

Put another way, Goldberg realizes the full extent to which blood is thicker than water. The love that the members of his Stein family feel for each other transcends the rottenness of their individual personalities and exists on a primal level that runs much deeper than their dislike and distrust of each other.

One might wonder if Mr. Goldgerg's vision is a delusion, if he is not somehow trying desperately to make what isn't so, so, but the doubts, save those of the hardened cynic, are soon resolved, for Goldberg focuses as much on the nasty as the good and such close scrutiny makes his play an honest depiction of a real family which achieves a universal appeal. For Goldberg, the love of the family members exists almost in spite of themselves. It is not sentimental, sweet, kind, or even convenient; it is a

very thick psychological glue that bonds the individuals into a unity greater than themselves, whether they like it or not.

Walter Kerr is right when he praises the play as unique in modern theatre, since it has not only three acts, but three good acts. It is a well made play by an intelligent craftsman who understands not only his subject matter but also the form which he employs; like the individual characters, each of the three acts develops independently yet merges and overlaps into the other to create a tight dramatic situation greater than the sum of its parts.

The first act provides glimpses of the emotional undercurrents that rage in the house of Isaiah Stein and his four sons. It establishes mood, rhythm and plot and at times seems so complete that the play has nowhere to go. The half-raised questions arouse the audience's curiosity and push the play forward. The following acts, however, not only continue forward, but move backward as well, amplifying and elaborating earlier questions.

Such forward and backward motion does not create vacillation, nor does it render *Family Business* merely a riddle play or whodunit. It is simply the author's method of articulating a basic truth; individual persons and their relationships are never immediately known, but are revealed in bits and pieces. This realization forms the basis of the play's structure and theme, and accounts for its essential honesty; it reflects the author's complete respect for his characters as well as his refusal to allow the audience the presumption of passing hasty judgements on them.

The play is set in the spacious home of Isaiah Stein, a successful toy manufacturer in Beverly, Massachusetts, a small town in the Boston/Cambridge area. He is the undisputed patriarch of the family, and Broadway veteran Harold Gary plays him masterfully with cynicism, humor, worldly savvy and bluntness.

His youngest and favorite son Jerry, given an appealing combination of bravado and

sensitivity by Joel Polis, is an indulged college age kid with lots of lip. Always going out on dates, his brash macho endears him to his father. He is eventually revealed to be a homosexual, thought it is greatly to the credit of author and director (John Stix) that the quality is never exaggerated or wallowed in. Jerry's character, like his father's, is strong and independent. His needs are real and he is not ashamed of them; he merely wants to spare his family pain.

In Jerry Stein, Goldberg has accomplished something virtually impossible; he has created a Jewish homosexual who is neither maudlin, whining, self-pitying nor plagued with hemorrhoids.

The role of Norman Stein, now being played by understudy Richard Levine due to David Garfield's sudden illness, will be taken by David Kagan at the end of the week. The complete opposite of Jerry, Norman at first appears only as a weakling, a fussy house mother forever preparing tea, arranging table cloths and doting over the aging father. Norman, however, is still his father's son, and

though effeminate and odd, his character is still solid. When Norman states that his father really loved him as well as his brothers, but in his own way, and that the brothers love each other in their individual ways, the audience titters only for a moment before deciding that he is correct. It is Norman, the second youngest brother, who was driving the car when his mother was killed and who most deeply feels the need for family love and who so clearly recognizes its presence.

Phil Stein, played with appropriate deceitfulness and cunning by David Rosenbaum, is at thirty-two the only financially successful of the brothers. Although his psychiatric practice and clinic are building, he is still incapable of avoiding financial excesses, to the disgust of his older brother Bobby. When Isaiah announces a change in the will which will endow the clinic, but not himself, Phil panics and attempts, in effect, to murder his father before the will can be changed.

Richard Greene as the somewhat loutish thirty-five

year old Bobby, creates a moving blend of brutishness with acute sensitivity. A large and imposing ex-jock gone to seed, largely due to grief over his dead wife, Bobby simply cannot understand Jerry and his reaction to his disclosure is brutal. But if Bobby is the most physically violent and the most easily angered, he is also the one who possesses the strong and healing love that parallels yet extends Norman's. A man of action if nothing else, Bobby forces his brother into reconciliation by placing himself perilously close to rejection; completely dropping his former facade. Bobby tells Jerry evenly, though painfully, that he loves him. The final scene in which bobby and Jerry embrace is emotional and true, powerful stuff without being glib or sentimental.

Family Business has been filling the intimate 284 seat Astor Place Theatre since its official opening on April 12, and Ms. Honey Waldman, owner of the theatre and producer of the show, says that offers to take the show to

(Continued On Page 19)



Harold Gary, Joel Polis and David Garfield in a scene from "Family Business."

You Can Bet on It ...

THERE'S ONE THING THIS NEWSPAPER WILL NOT DO!

It will not attract customers from
far away lands!

It will NOT attract customer from
Myrtle Beach or Moncks Corner!

It will NOT attract customers from
Charleston or Cassatt!

It will NOT attract customers from
The Piedmont or Plains



but ... if you're reaching for the
Columbia High Income Market

This Newspaper WILL attract customers.

No other single media saturates this market as
completely as **OSCEOLA**

Call 254-5507 Ask for Tom Bryan

Give us a try — you'll be favorably impressed with the response.

Fiction

Shelby Jo by starlight

By Charles Israel

I'm the only girl I know who's ever been kicked off American Bandstand. I mean *Dick Clark* himself came over to me and said, "Sorry, miss, but you'll have to leave."

I said, "Huh?" of course, all the time knowing I'd have to leave for what I was doing.

I guess you could say I became untrapped that day—right there in Philadelphia.

Old Dick Clark was fading. I could tell he was touching up the gray, and the pancake didn't hide those arroyo wrinkles around his eyes, not up close at least. I bet he calls them "laugh wrinkles" at those ritzy cocktail parties he probably goes to. And there was this guy -- he looked like Wolfman Jack but he wasn't -- up on the platform lip-singing some slow tune -- "Stardust," I believe -- and the couples were hugging and swaying. I hugged Shelby Jo and danced her out -- though Shelby Jo always liked to lead -- right in front of the camera with the red light on it. Then I stopped her and gave her a big old Class-A wet smooch!

I really thought Dick Clark was going to break a vessel. "Kill that tape! Kill that damned tape!" he kept shouting.

Shelby Jo loved every minute of it, and we used to laugh about it all the time.

After the bandstand affair, I knew that Daddy had to know--and that I had to be the one to really tell him the truth. I didn't know exactly how to do it. I kept writing these poems to him to tell him. My English professor said that poetry is the truest form of verbal expression, that it's good just to write a poem about your deepest feelings, because poems are meant for *only* deepest feelings and thoughts--you know, about God and love and death.

So I wrote Daddy poems full of dark rustlings and forbidden tastes and soft flesh. But I was never sure that Daddy would have understood them, even if I'd mailed them. If I could get my poems all condensed, and then have published them in the **Reader's Digest**, he'd have understood maybe. But as it stood, I knew I'd have to see him face to face to tell him. I love my Daddy, you know, and that's that.

But *his* trouble is that he likes only what society likes. I don't mean HIGH society. I mean society-at-large. And I say to hell with society. On my side, after all, I figure that Daddy paid for my whole year and a half at Buena Vista Community, all my messing around, my clothes and stuff, because he wanted to show off to his friends. Or maybe he just didn't know what college was like, having never been inside one.

All that time he kept telling me how the younger generation--that's me--can save the world. "There ain't nothin'," he says, "no problem at all, that young minds can't (he says *CAINT* being from West Texas all his life) solve if you just give 'em rein enough."

He didn't really believe that, of course. I suspect that underneath it all Daddy's just a

gray-haired Dick Clark. When the chips are down he really respects what SOCIETY thinks.

Shelby Jo used to say that I took myself too serious about this, but she said that about everything I did, practically. Maybe she was a little upset about the Bandstand trouble, too, but too proud to admit it.

Anyway, what does Daddy know about teenagers anyway? I doubt that he ever was one. Once he got his Stetson on his thirteenth birthday he was probably a grown man.

I didn't even think they got Bandstand in Lubbock. All that country music -- even on TV -- sixteen hours a day, with farming weather forecasts tucked in here and there. And Dick Clark -- that old fossil -- probably didn't care enough to mention the incident even to his wife, I bet -- if he *has* a wife.

So Shelby Jo tried to tell me to forget talking to Daddy. I'm two thousand miles away from him, she said, and have a different lifestyle in Philadelphia. But I said to myself that when I went home for vacation I would just have to slip into my straight self for a week. Then I thought -- Daddy, being a grown man so long, would get the message right away, since, and I forgot to say this, Shelby Jo was bound and determined to go home with me. And that, my friend, is when the sand would hit the fan.

I remember it was a June Saturday night, and the street noise was rocking. You could still hear the nightbirds, though, and I was lying in bed with Shelby Jo.

"I've got to decide next week to tell Daddy," I said.

"Don't tell him," she said. "How's he going to be hurt by not knowing?"

It's funny how exactly you can remember certain important things. I can see now what I was doing then. I was looking out our bedroom window but listening to Shelby Jo still. We lived in one of those buildings with about a thousand apartments in it -- on the third floor. Lights were bright outside, to keep the bums out, of course, but I could see the stars rising as I listened to her. They popped out one by one, it seemed.

"Just tell him something vague," she said to me, "like 'I'm happier now than I've ever been before.' It's true, isn't it? You've said it was true. Just tell him that the big city has changed you, but all for the better. That'll work." That was all she had to say about it. That's one thing I loved about Shelby Jo -- she didn't mince words.

We were lucky enough to get on this pastel airplane. Light chartreuse it was. Whoever had that idea was a pure genius. People just flock to those colored airplanes like sheep.

These pretty stewardesses had on outfits to match the plane's color too. One very sexy one I remember kept bending over in front of me to serve an old man.

This is what Shelby Jo had chosen for travel clothes for the Lubbock trip: a black

velveteen suit, a white "man-styled" shirt with buttoned-down collar, a red tie, and dainty lace-up shoes. Lord, would you believe it, Daddy had on almost the same identical outfit in the airport -- at least from a distance it looked that way. Daddy had on his dark blue worsted with a white shirt and red tie.

I was nervous, yes, but really glad to see him anyway. He *did* look handsome, better than he did when I left him two years before. After he had kissed me on the cheek and hugged me, he introduced himself to Shelby Jo.

"Glad to meet you," he said, and she held out her hand for him to shake.

"Mom's home making your favorite supper, so let's go," he said.

When Shelby Jo and Mom had gone to bed, Dad got up from his easy chair and walked to the cupboard in the dining room. He brought back two little glasses filled with bourbon.

"Here--you're old enough now to have a drink with the old man," he said. He clicked his glass against mine.

"Dare say it's not your first," he said. "Nor your last." He took a big slurp and put his glass down on the magazine beside him.

"But bourbon's a man's drink," he said. "You rather have something lighter?"

I must have blushed, but he didn't say anything about it.

"I've got something to tell you," I said. "I should just go ahead and do it."

"Have another drink for courage first," he said.

I looked at him over my glass.

"I know already, baby -- have for some time," he said.

"That damned Dick Clark! You mean that he told you all the way from Philadelphia and --" Actually I said it before I thought of what I was saying.

"It wasn't on the air -- no," he said. "I got the word, but Mom doesn't know. Dick Clark and I -- plus a couple of dozen teenagers -- are the only ones, and *they* don't care."

You can imagine how I went over to Daddy and kissed him. When I had finished that little scene I backed to my chair.

"It's your problem," he said. "You're a big girl now. I just hope you know what you've gotten yourself into."

This was followed by several minutes of me arguing my case, much the same, I guess, as any girl would do who was crazy in love against a parent's wishes. It must have seemed very perverted to him, but he had probably just made up his mind not to think or talk about it.

It ended with my saying: "Shelby Jo's a really nice girl. She'll grow on you. I know she will. I don't know why I did it -- I mean the American Bandstand thing. Maybe I just wanted to show that our love was a natural thing. Shelby Jo believes that's why I did it. To show everybody in the country that a new age has arrived."

"You tried your best to show it," he said. He

Fiction

(Continued From Page 18)

wouldn't look at me, just kept staring into his empty jelly glass.

"Daddy, it is a new age, isn't it?"
"It certainly is for you, honey."

That's all he said about it. When I look back I can see that he probably was pretty relieved that I wasn't staying in Lubbock. You know, like the two thousand miles made it easier to take.

This time it was a banana-colored

airplane with coral stripes down the sides. We took off from Lubbock at dusk. The air above Texas was so clear -- "Big Sky," Daddy always calls it -- that I could see a million stars outside my window. After what seemed only a few minutes in the air, the plane turned sideways and started going down, pulling us in two different directions at once.

The pilot said: "We're lucky to have almost 100% visibility in all directions. Below you will see the Mississippi River and the All-American city of St. Louis, Gateway to the West." Sure enough, there it was, the red river like a skinned snake in the sunset, and

a lighted blocked city, looking pretty puny in comparison to the already dark places around it.

Shelby Jo didn't look at the sight. She had been very quiet the whole trip toward the East. In fact, she had been quiet for the whole last day we were in Lubbock. That was not like her at all. She was what you could call vivacious.

"See, Shelby Jo? See the river?"

Shelby Jo looked at me instead of out the window. Then she took my hand.

"You know," she said, "you won't believe this, but I've got this terrible -- I mean awful -- crush on your Daddy."

Off-Broadway:

A local boy makes good

(Continued From Page 16)

Broadway have already begun.

The play, however, was designed for the intimacy of an off-Broadway house, and both she and Goldberg feel that a move Uptown at this point would jeopardize the show in the long run.

It is doing well now and a long run seems very likely. The location should by no means imply inferiority to Broadway productions; The off-Broadway classic, *The Fantasticks*, has remained off-

Broadway for eighteen seasons to date in order to avoid being swallowed by the Uptown stages.

If you're in New York over the summer, catch *Family Business*. It is a serious but by no means heavy drama executed by a thoroughly professional cast and crew. Director John Stix moves his actors with intelligence and sensitivity and avoids stereotyping and glibness. It is to his great credit that he plays down the ethnic aspect and the homosexuality in order to

achieve something that is genuine and not faddish.

Don Jensen, who has done sets for the David Frost show, creates a fine interior of what is surely a turn-of-the-century brownstone, complete with dark paneled walls and elaborate picture window. Todd Elmer makes a quite successful lighting debut in New York, and takes full advantage of windows to indicate times of day.

Although the entire cast is

fine, you might take notice of Charlie Adler as the young man who is Jerry's lover. It is fun and instructive to watch a good actor work with a small part. From the moment Adler makes his entrance, the character is real and for about ten minutes the audience sees a very real young man who has his own story. He gives the role exactly what it needs; there is no overplaying or upstaging. And Adler, unlike many actors with similar roles, never plays "faggot"; he is a genuine human being

honestly in love with another human being. Though one may find homosexual love offensive, it is impossible to deny the moving quality of this particular character.

Goldberg's play is about genuine people. It is happily devoid of trendy and fashionable attitudes. If you have, or have had, a mother and a father along with a few siblings, you'll find a lot in common with the Steins.

Will Johnson survive?

(Continued From Page 9)

tive of the United Citizens Party, he ran for governor in 1970 and the House of Representatives in 1971. The short-lived party was a part of effort to unite dissatisfied voters in the state.

He also says his life has been threatened because of his activities. In 1968, a bullet was shot into his house, he says. His office was burned in 1969 and his house was burned in 1974.

There is some speculation Screen may have entered the race in order to become better known and create a base of political support for the future. Screen insists his candidacy is serious. "I've been running in earnest for over a year," he says. He worked for Johnson in the last election and says he told him then of his plans to run for the seat.

The candidates seem to be saying the same kinds of things. There are few major

differences on issues.

Johnson is basing his campaign on what he describes as "the exceptionally good job" he has done in the legislature. Broadwater and Screen argue that Johnson is not as sensitive as he should be to the needs of the poor people in the district. Screen says Johnson's main supporters are the better educated people with stable incomes. People who live the status quo like Johnson, he says.

Broadwater has needled Johnson about his vote against the full-disclosure amendment to the ethics legislation. If a person's financial affairs are embarrassing, he should not hold a public office, he says.

Johnson says he only voted against one amendment and that he voted with a majority of the black caucus on it. "The way that newcomers attack incumbents is by saying

they're either unethical or crooks," he says of Broadwater.

Something needs to be done about employment, crime, traffic control and housing code enforcement in the district, Screen says. He concedes these matters may be a bit beyond the authority of the state legislature, but says Johnson should have worked on them personally. "Leadership is the answer," he emphasizes. He says he would have met with police and businessmen about crime and unemployment and would have pressured the city officials to enforce the housing code.

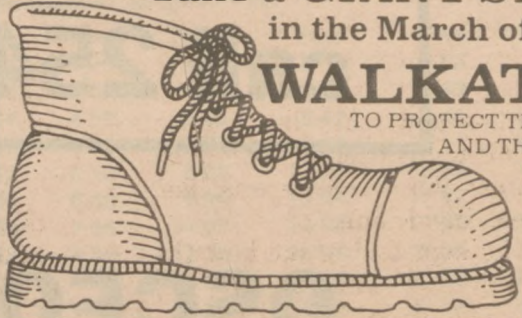
The chances are that Johnson will be able to withstand the challenge from Broadwater and Screen. Screen is apt to appeal to younger voters. Broadwater is believed to have a following in the district. He may even be correct when he says the

people in it remember what he stands for and what he has done.

Johnson, however, doesn't appear to have made any really unpopular moves. He

can, and is, making a strong argument that his seniority in the House is valuable to the district, and to blacks across the state. And this year, like most, will probably be a good year for incumbents.

Take a GIANT STEP
in the March of Dimes
WALKATHON
TO PROTECT THE UNBORN
AND THE NEWBORN




THIS SPACE CONTRIBUTED BY THE PUBLISHER

YOU ARE NOW READING A "BEST SELLER"

There is something
for everybody in
OSCEOLA'S CLASSIFIEDS.
Whether you're buying,
selling, renting, or
leasing, looking
for a job or
services, your
telephone and our
ads will bring fast
RESULTS. See our
MAIL-IN RATE CHART
on p. 21.



call 254-5507 or 254-6053

OSCEOLA NEWSWEEKLY

Classified Ads

Autos

1965 Mercedes Benz 190C. Black. 4 door. Automatic. Pristine 254-9308. \$1700.

4/20

FOR SALE-Honda 450, 1970 Model \$400.00 779-2549 For free 7 ft. x 16ft. wooden truck bed. Needs repair or modification. 779-2549.

12' Daysailer and trailer complete with main, jib, and other extras. \$900. H-782-3157 O-758-3610.

4/29

FOR SALE: Collect car. 1960, 356B Cabriolet Porsche. White-black top. Call before 9 a.m. and evenings. 777-4713.

1974 Chevrolet Impala Station Wagon 3-seat, equipped, truly excellent condition. Priced extremely reasonable at \$1950. Call 799-0247.

3/17

1973 Ford LTD 4-door, AC, PS, PB, new tires, excellent condition, 63,000 miles. \$1,100. Call 781-2501.

3/17

1975 BUICK Riviera Landace. Loaded and in good condition. Will deal or trade. Randy Campbell 1-884-5141 or 1-886-8461 or Cola. 256-8389 and leave phone number.

Real Estate

FOR RENT Lawyers, Accountants, Real Estate Firms, Manufact. Reps., etc. 10 small offices newly refurbished. \$65-\$75. Includes utilities. Ready now. Great area off Forest Drive. Phone 787-7503 or 254-6991.

3/31

NEW DEVELOPMENT - bordering on Waccamaw River five miles from North Myrtle Beach. All lots 7/10 acre or more. Financing. \$5,000 and up. Hussey Realty Company. 249-1475.

4/14

ALASKA OIL and gas leases for sale — ADL 60134 — 1920 acres, ADL 60135 — 1600 acres, ADL 60136 — 1920 acres. \$6 per acre. 799-7405.

pd. 4/6

EAU CLAIRE 36,500 3 bdr., 2 b., brick veneer home on heavily shaded corner lot. Hardwood floors, 9 ft. ceilings, fireplace & wood stove. Large kitchen, washer & dryer connections. Two car garage w/work bench. Fenced back yard w/garden spot. Fire hydrant, city bus route in Dutch Square shopping. Mortgage assumption. Call Stewart Lilly, 754-5621, (home) or 796-4084 (work).

FOR SALE by owner beautiful wooded lot in old Spring Valley ideal home site reasonably priced. Call 782-0336 or 345-5773.

5/11

BY OWNER - 6 Lake lots restricted - \$6,000 to \$10,000 - Near Saluda Traffic Circle - Terms available - Nic Church after 6 - 786-2438.

6/1

For Sale or rent by owner-3 bedroom house, 1 bath, kitchen with a dining area. Large yard in nice neighborhood. Call 788-2615.

Services

TYPIST-DISSETATIONS, Thesis, term papers, Selectric Quality, Exec. Secretary - \$1.00 up per page. Call Peggy 254-3978 after 5.

6/22

Letterheads, brochures, etc. Free lance design work at reasonable rates. Call Paula: 777-6657.

TYPING DONE: Prompt efficient service. Downtown location. 799-9175.

6/1

COLUMBIA HOMEOWNERS: I would like to beautify your property. All types of residential landscaping - terracing, mulching, planting & transplanting, trimming, edging. Very reasonable - 787-1308 ask for James.

Pets

ENGLISH SPRINGER spaniels ready soon. Liver & white and black & white. Some with beautiful markings. \$75 - \$100. 799-7869.

5/25

FOR SALE Female Great Dane 7 months old, ears clipped and all shots. Black with white chest loveable pet. Great watch dog. Needs fenced yard, \$150.00. Call Jean 787-3253.

5/18

FEMALE IRISH setter lost in the Five Points-Shandon area. If found or whereabouts known, please call 256-4321 or 799-5226.

5/25

Miscellaneous

TS CARD — THE ORIGINAL

Had your TS Card punched today? Remember griping to the Platoon Sergeant? Feel better fast!

Get a TS Card so you can see the Chaplain and get him to punch your card, or send one to a complaining friend. Durable. Billfold size.

Send \$2 to John Q. Press, Dept. B P.O. Box 11954, Columbia, S.C. 29211.

6/1

ASTROLOGICAL BIRTH CHARTS calculated and interpreted by experienced astrologer. Interpretation hand-written, approximately 35 pages. \$20. Armida J. Gilbert. 1-773-2118.

6/29

RARE SCOTT tube type FM stereo receiver. Powerful, works well. \$100. Will negotiate. John 779-3452 late.

3/17

Wanted

WANTED: Will buy all your household items, such as, furniture, appliances, and glassware. 356-0689.

6/1

Opportunities

PART TIME clean up man wanted 3 hours suitable for retiree apply Charles Cue & Cushion.

5/18

Gift Catalog

32 pages, beautiful and useful items for the whole family. Send just \$1 to:

American House
3019 Farrior Rd.
P.O. Box 33103
Raleigh, N.C. 27606

MAIL-IN FORM FOR CLASSIFIED ADS DEADLINE - TUES. 4 P.M.

SEND AD TO..... OSCEOLA
P.O. BOX 5033
COLA. S.C. 29250

NO. OF
WORDS _____

NO. OF
ISSUES _____

PAYMENT
SENT \$ _____

PAYMENT MUST BE SENT WITH AD, NO EXCEPTIONS

Sample Word Count

1 2/3 4 5 6 7 8 9 10 11
Wanted S.C. Tobacco Leafs J.J. Doe 100 Main St.

RATE CHART

MINIMUM \$1.75 ON ANY AD

Number of Issues	One	Two	Three	Four	Five	Six
Up to 20 words	1.75	3.05	4.43	5.62	6.93	8.21
21 - 25 words	2.20	3.82	5.54	7.02	8.69	10.26
26 - 30 words	2.64	4.59	6.65	8.42	10.40	12.37
31 - 35 words	3.07	5.35	7.72	9.82	12.11	14.36
36 - 40 words	3.51	6.10	8.86	11.23	13.86	16.42
41 - 45 words	3.95	6.88	9.96	12.64	15.62	18.47
46 - 50 words	4.39	7.65	11.07	14.04	17.82	20.57
51 - 55 words	4.82	8.59	12.15	15.44	19.04	22.57
56 - 60 words	5.27	9.16	13.26	16.85	20.79	24.62
61 - 65 words	5.71	9.94	14.39	18.25	22.55	26.73
66 - 70 words	6.15	10.69	15.50	19.66	24.30	28.78
71 - 75 words	6.58	11.45	16.58	21.06	25.97	

Legal Notices

SUMMONS FOR RELIEF

State of South Carolina
County of Richland
IN THE FAMILY COURT
Richard Worthen,

Petitioner,
-vs-
Respondent.
Mildred Boston Worthen,
TO THE DEFENDANT ABOVE
NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint in this action of which a copy is hereby served upon you, and to serve a copy of your answer to the said complaint on the subscriber at their offices, 1108 Blanding Street, Columbia, S.C., within twenty days after the service thereof exclusive of the day of such service; and if you fail to answer the complaint within the time aforesaid, the plaintiff in this action will apply to the Court for the relief demanded in the complaint.

JOHNSON, TOAL &
BATTISTE, P.A.
BY: I.S. Leevy Johnson
Columbia, South Carolina
May 9, 1978

VERIFICATION

State of South Carolina
County of Richland

PERSONALLY appeared before me Richard Worthen who being first duly sworn says that he is the Petitioner in the foregoing action that he has read over the foregoing Petition and that the allegations contained therein are true of his own knowledge, except such as are stated upon information and belief, and as to those he believes them to be true.

Richard Worthen
SWORN to before me this 7th day of May, 1978.

Brenda Y. Wood (L.S.)
Notary Public for S.C.
My Commission Expires:
1/5/86

ORDER OF PUBLICATION

State of South Carolina
County of Richland
IN THE FAMILY COURT
Richard Worthen,

Petitioner,
-vs-
Respondent.

Upon reading and filing of the foregoing Petition,

IT IS ORDERED, that the Summons in this action be served on the Defendant by publication in "Osceola," a newspaper of general circulation published in Richland County, South Carolina, once a week for three (3) successive weeks, the first publication to be made not more than ten (10) days from date of this Order.

John R. Major
Clerk of Court, Richland
County
Columbia, South Carolina
May 9, 1978

PETITION

State of South Carolina
County of Richland
IN THE FAMILY COURT
Richard Worthen,

Petitioner,
-vs-
Respondent.

The above entitled action has been commenced in this Court, the object and prayer of which is to obtain a divorce between the parties hereto; that upon information and belief, diligent search has been made to locate the Respondent, Mildred Boston Worthen, but she cannot be located within this State and her whereabouts are unknown to the Petitioner and his attorney.

WHEREFORE, it is respectfully prayed that an Order of Publication be issued herein.

JOHNSON, TOAL &
BATTISTE, P.A.
BY: I.S. Leevy Johnson
Attorney for Petitioner
Columbia, South Carolina
May, 1978
6/8

SUMMONS

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE FAMILY COURT
Dianne A. Waters,

Plaintiff,
-vs-
Defendant;
Claude Alvin Waters,
Defendant.
TO THE DEFENDANT ABOVE
NAMED:

You are hereby summoned and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscriber at his office at 3145 Carlisle Street, Suite 102, Columbia, South Carolina, 29205, within twenty (20) days after the service hereof, exclusive of the day of such service and, if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply

to the Court for the relief demanded in the Complaint.

Herman F. Richardson, Jr.
Attorney for Plaintiff
Columbia, South Carolina
29th day of March, 1978.

NOTICE

TO: THE DEFENDANT ABOVE
NAMED:

YOU WILL PLEASE TAKE NOTICE that the original Summons and Complaint in the above entitled action were filed in the Office of the Clerk of Court for Richland County, the object and prayer of which is to obtain a divorce, a vinculo matrimonii, and other relief as set forth in the Complaint.

Herman F. Richardson, Jr.
Attorney for Plaintiff
Columbia, South Carolina
29th March, 1978.

ORDER FOR SERVICE

BY PUBLICATION
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF
COMMON PLEAS
Francis H. Smith,

Plaintiff,
vs.
Stanley R. Jacobs, Sharon
Jacobs and Kline Supply
Company,
Defendants

It appearing to my satisfaction from the affidavit of Jimmy W. Grimes, Attorney for the Plaintiff above named, and by the verified Complaint and Lis pendens which are filed in the Office of the Clerk of Court for Richland County, State of South Carolina, that the above-entitled action has been commenced and is now pending; that this Court has jurisdiction of the parties hereto and of the subject matter herein, and that a cause of action exists in favor of the above-named Plaintiff and against the above-named Defendants as fully set forth in said Complaint.

It further appears that the Defendants are a necessary or proper parties to the said action which is one for the foreclosure of a mortgage of real estate located in Richland County, State of South Carolina, and is more particularly described in the Complaint herein. That the said Plaintiff is unable, after due diligence, to make service of the Summons in said action upon the Defendants, Stanley R. Jacobs and Sharon Jacobs, that the said Defendants cannot be found within this state, although diligent efforts have been made, and that the Defendant's last known address is as follows: 120 Littlehampton Drive, Columbia, South Carolina 29210.

NOW THEREFORE, on motion of Jimmy W. Grimes, Attorney for Plaintiff it is,

ORDERED, that the service of the Summons in this action upon the said Defendants Stanley R. Jacobs and Sharon Jacobs, be made by the publication thereof in the Osceola, a newspaper published in the City of

Columbia, South Carolina, which newspaper is hereby designated as being most likely to give notice to the said Defendants, once a week for three weeks, and that the first publication of said Summons, be made within ten days from the date of this order, and that on or before the date of the first publication of said summons, the Plaintiff shall deposit in the mail one copy of said Summons, together with one copy of the said Complaint and Lis pendens in an envelope, the postage therefor duly prepaid, and addressed to the said Defendants at 120 Littlehampton Drive, Columbia, South Carolina 29210, last known address as set out hereinbefore.

IT IS FURTHER ORDERED that at the option of the said Plaintiff, a copy of said summons and a copy of said Complaint, and Lis pendens, be delivered to the said Defendants, Stanley R. Jacobs and Sharon Jacobs, personally without the State of South Carolina, and delivery shall have the same effect as completed publication and mailing thereof.

John R. T. Major
C.C.C.P. & G.S.
for Richland County
Columbia, South Carolina
May 9, 1978.

PETITION FOR ORDER

OF PUBLICATION
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF
COMMON PLEAS

NOW COMES, Jimmy W. Grimes, Attorney for the Plaintiff herein, who would respectfully show unto the Court:

1. That this is an action for foreclosure of a certain mortgage of real estate located in Richland County, South Carolina.

2. That, although due and diligent search has been made for the Defendants, Stanley R. Jacobs, and Sharon Jacobs, the Plaintiff has been unable to locate them in this County and State, as will more particularly appear from the affidavit of Jimmy W. Grimes, a copy of which is attached hereto.

3. That Plaintiff is informed and believes that it is necessary that they obtain jurisdiction of the Defendants, by service by publication and it is their wish that this Court issue its Order allowing such service.

WHEREFORE, Plaintiff prays that this Court issue its Order authorizing service of the Summons, Lis pendens, Notice of Filing of the Complaint, and Order of Publication herein.

Jimmy W. Grimes
Attorney for Plaintiff
Columbia, South Carolina
May 8, 1978

AFFIDAVIT

IN THE COURT OF
PLEAS

PERSONALLY appeared before me, Jimmy W. Grimes, who, being first duly sworn, deposes and says that he is a practicing attorney in the City of Columbia, State of South Carolina, and that he is the attorney for the Plaintiff in the above captioned case; that after due diligence, the Defendants cannot be found and that the Defendants are proper parties in the within action, which action is now pending, praying for foreclosure of a certain mortgage of real estate between the plaintiff and the Defendants; and that the Defendants are entitled to due notice of said action, to defend their right, if any they have; and that this Affidavit is made for the purpose of serving said Defendants by publication.

Jimmy W. Grimes
Attorney for Plaintiff

SWORN to before me this
8th day of May, 1978
Diane Furner
NOTARY PUBLIC FOR
SOUTH CAROLINA
My Commission Expires 2-18-87
5/1

SUMMONS

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF
COMMON PLEAS FOR
THE FIFTH JUDICIAL
CIRCUIT

T. Hugh Simrill, Jr. and
Bernard Knight,
Plaintiffs,
vs.
Ireather Bowser,

Defendant
TO THE DEFENDANT ABOVE
NAMED:

You are hereby summoned and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscribers at their offices at 1531 Hampton Street, Post Office Box 1444, Columbia, South Carolina 29202 within twenty (20) days after the service hereof, exclusive of the day of such service; and, if you fail to answer the Complaint within the time aforesaid, the Plaintiffs will apply to the Court for the relief demanded in the Complaint.

Jimmy W. Grimes,
Attorney for Plaintiffs
Columbia, South Carolina
February 8, 1978

NOTICE

TO THE DEFENDANT ABOVE
NAMED:

YOU WILL PLEASE TAKE NOTICE that the original Summons and Complaint in the above entitled action were filed in the Office of the Clerk of Court for Richland County, the object and prayer of which is to foreclose a certain mortgage of real estate as set forth in the Complaint.

Jimmy W. Grimes,
Attorney for Plaintiff
Columbia, South Carolina

COMPLAINT

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF
COMMON PLEAS FOR
THE FIFTH JUDICIAL
CIRCUIT

The Plaintiffs, complaining of the Defendant above named, would respectfully show unto this Honorable Court:

1. That the Plaintiff, Bernard Knight, is a resident of the County of Richland, and that the Plaintiff, T. Hugh Simrill, Jr. is a resident of the County of York, and that the Defendant is a resident of the County of Richland, all of the State of South Carolina.

2. That the real property hereinafter described, which is the subject of this action, is situate and located in the County of Richland, State of South Carolina.

3. That on or about March 14, 1959 for value received, Cornelious L. Robinson executed and delivered to T. Hugh Simrill, Jr. and Bernard Knight, their heirs and assigns a mortgage in the principal amount of Two Thousand Nine Hundred Twenty Eight and 73/100 (\$2,928.73) Dollars secured by the following described property:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being about five (5) miles East of the City of Columbia, near Childs Station, in the County of Richland, State of South Carolina, and being shown and designated as Lot #14, of Block "J" on plat of property of Allied Corporation prepared by C.D. Caughman, Registered Surveyor, dated November 22, 1954 and recorded in the Office of the R.M.C. for Richland County in Plat Book

"P" at Page 182.

4. That no promissory note was executed contemporaneously with said mortgage but that the terms of repayment were incorporated therein according to the terms and conditions set out in the mortgage, a copy of which is attached hereto and which is incorporated herein and made a part hereof by reference by which said maker promised to pay to T. Hugh Simrill, Jr. and Bernard Knight the sum of Two Thousand Nine Hundred Twenty Eight and 73/100 (\$2,928.73) Dollars, together with interest thereon from date at the rate of Six (6%) per cent per annum.

5. That on March 14, 1959 Mary Alice M. Robinson, wife of said Cornelious L. Robinson duly renounced dower on said mortgage which was thereafter recorded on March 23, 1959 in the Office of the R.M.C. for Richland County in Mortgage Book 326, Page 610.

6. On or about May 11, 1959, the aforementioned mortgage was assumed from Cornelious Robinson by Oscar Bowser as is more specifically shown in deed dated May 11, 1959 and recorded in the Office of the R.M.C. for Richland County on May 19, 1960 in Deed Book 274, Page 599.

7. On or about October 29, 1960, the aforementioned mortgage was assumed from Oscar Bowser by Ireather Bowser, present owner of said property, as is more specifically shown in deed dated October 29, 1960 and recorded in the Office of the R.M.C. for Richland County on November 8, 1960 in Deed Book 287, Page 114.

8. According to the terms and conditions of the mortgage, it is provided that in the event of default in the payment of any installment when due, and if such default is not made good prior to the due date of the next such installment, the entire principal and accrued interest shall at once become due and payable without notice at the option of the holder, and if the same should be placed in the hands of an attorney for collection, all costs of collection, including reasonable attorney fees, to be secured by the said mortgage as the debt secured thereby.

9. Further under the terms and conditions of the said mortgage, it was agreed that the mortgagor would pay all taxes, assessments, water rates, and other governmental or municipal charges, fines or impositions, which provisions were not otherwise made, and if you fail to do so, the mortgagee might pay same which amount together with the interest thereon would be secured by said mortgage.

10. According to the terms of the said mortgage, and as additional security, the mortgagor assigned all the rents, issues and profits of the mortgaged premises from and after any default thereunder and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors or assigns, was given the right to have a receiver appointed to rents, issues and all profits who after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver shall apply the residue of the rents, issues, and profits towards the debt secured by the said mortgage.

11. The monthly payments due on the said note and mortgage are in default since April 1, 1959 and the conditions of the said mortgage have been broken, and the Plaintiff would like to and does declare the entire balance of the aid indebtedness due and payable and there is due on the said mortgage as of February 1, 1978 the sum of Two Thousand Nine Hundred Twenty Eight and 73/100 (2,928.73) Dollars together with interest at the rate of Six (6%) percent per annum from March 14, 1959 and also for the costs and disbursements of this action and attorney fees.

12. That the Plaintiff demands no personal deficiency judgement and that any right to same is specifically waived.

13. That the original mortgage, which is the subject of this foreclosure, has been lost, but that said mortgage has not been satisfied, apothecated, assigned, or otherwise modified as will more specifically

appear by reference to the Affidavit of the mortgagee, a copy of which is attached hereto and incorporated herein by reference.

WHEREFORE, having fully set forth this Complaint, the Plaintiff prays that this Honorable Court inquire into the matter set forth herein and;

1. That the amount due upon the said note and mortgage held by the Plaintiff be ascertained and determined upon the direction of this Court together with attorney fees and the costs of this action.

2. That the said Plaintiff's mortgage be declared a first lien and that the said Plaintiff have judgement of foreclosure for the amounts to be due and owing thereon together with any taxes or insurance premiums which may be due, together with a reasonable sum as attorneys fees and for the costs of this action.

That the mortgaged premises be sold under the direction of this Court, the equity of redemption be barred, and that the proceeds of the sale be applied as follows:

First, to the costs and expenses of the within action and sale.

Second, to the payment and discharge of the amount due on the Plaintiffs note and mortgage, together with attorneys fees as aforesaid, and,

Third, the surplus if any be distributed according to law.

For such other and further relief as may be just and proper.

Jimmy W. Grimes,
Attorney for Plaintiffs
Columbia, South Carolina
February 8, 1978

VERIFICATION

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PERSONALLY appeared before me T. Hugh Simrill, Esquire, who on oath states: that he is one of the Plaintiffs in the foregoing action; that he has read the allegations in the foregoing Complaint and the same are true of his own knowledge, except those stated therein to be upon information and belief, and, as to those, he believes them to be true.

SWORN to before me this

28 day of Feb., 1978
T. Hugh Simrill
Brenda Susan Orr
NOTARY PUBLIC FOR
SOUTH CAROLINA
My commission expires 10-29-86

LOST MORTGAGE AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PERSONALLY appeared before me Bernard Knight, who being duly sworn, says that he is one of the bona fide owners and holders of the mortgage being recorded in the Office of the R.M.C. for Richland County on March 14, 1959 in Mortgage Book 326, Page 610; and that the same has not been assigned, hypothecated or otherwise disposed of, and that the same has been lost, or destroyed, and after diligent search cannot be found.

SWORN to before me this
28th day of Feb., 1978
Bernard Knight
Diane Turner
NOTARY PUBLIC FOR
SOUTH CAROLINA
My commission expires 2-18-87

LOST MORTGAGE AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PERSONALLY appeared before me T. Hugh Simrill, Jr., Esquire who being duly sworn, says that he is one of the bona fide owners and holders of the mortgage being recorded in the Office of the R.M.C. for Richland County on March 14, 1959 in Mortgage Book 326, Page 610; and that the same has not been assigned, hypothecated or otherwise disposed of, and that the same has been lost, or destroyed, and after diligent search cannot be found.

SWORN to before me this

(Continued On Page 23)

(Continued From Page 22)

28 day of Feb., 1978
T. Hugh Simrill, Jr.
Brenda Susan Orr
NOTARY PUBLIC FOR
SOUTH CAROLINA
My Commission Expires 10-29-86
My Commission Expires 10-29-86

To All Whom These Presents

May Concern:
State of South Carolina,
County of Richland

WHEREAS, I the said Cornelious L. Robinson in and by my certain or obligation, bearing date the day, A.D. 1959, stand firmly held and bound unto T. Hugh Simrill, Jr., and Bernard Knight in the penal sum of Five Thousand, nine hundred fifty-seven and 46/100 dollars, conditioned for the payment of the full and just sum of Two Thousand, nine hundred, twenty-eight and 73/100 (\$2,928.73) Dollars, together with interest thereon from date until fully paid at the rate of six percent per annum in monthly installments of Thirty-three and 00/100 (\$33.00) Dollars per month commencing on the first day of April, 1959 and on the first day of each month thereafter until the full amount of one hundred and Fifty and 00/100 (\$150.00) Dollars has been paid in on principal and payments to drop to Twenty-four and 00/100 (\$24.00) Dollars per month thereafter until fully paid; said payment of \$33.00 and \$24.00 per month respectively to be applied first to the payment of accrued interest due on each installment date and next to the reduction of the principal debt; with the right to the mortgagors to anticipate payment by the mortgagors of the principal debt together with the principal debt together with interest in whole or in part at any time; and in case of the default in the payment of any installment hereunder for a period of thirty days to entire balance to become due and payable at option of mortgagees, as in and by the said note and condition therefore, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, THAT I the said Cornelious L. Robinson in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said T. Hugh Simrill, Jr. and Bernard Knight, according to the condition of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Cornelious L. Robinson in hand well and truly paid by the said T. Hugh Simrill, Jr. and Bernard Knight at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said T. Hugh Simrill, Jr. and Bernard Knight, their Heirs and Assigns:

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying, and being about five (5) miles East of the City of Columbia near Childs Station, in the County of Richland, State of South Carolina, and being shown and designated as Lot No. 14, of Block "J" on Plat of property of Allied Corporation prepared by C.D. Caughman, Registered Surveyor, dated November 22, 1954, and recorded in the office of the Clerk of Court for Richland County in Plat Book "P", at page 182, and being more particularly described as follows: South by unnamed street (now Edward Street) whereon it fronts and measures 75 ft.; West by Lot 13 of said Block whereon it measures 250 ft.; North by Lots 30 and 23 of said Block whereon it measures 75 ft.; and on the East by Lot 15 of said Block whereon it measures 250 ft.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto the said T. Hugh Simrill, Jr. and Bernard Knight, their heirs and assigns forever. And I do hereby bind myself and my heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said T. Hugh Simrill, Jr. and Bernard Knight, their heirs and assigns, from and against me and my heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said mortgagor heirs, executors or administrators, shall and will forthwith insure the house and building on said lot, and keep the same insured from loss or damage by fire in the sum of Dollars, and assign the policy of insurance to the said T. Hugh Simrill, Jr. and Bernard Knight, their heirs or assigns. And in case he or they shall at any time neglect or fail so to do, then the said T. Hugh Simrill, Jr. and Bernard Knight, their heirs or assigns, may cause the same to be insured in their own name, and reimburse themselves for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, That said Mortgagor, his heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due payable, if the mortgage shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said Cornelious L. Robinson do and shall well and truly pay, or cause to be paid unto the said T. Hugh Simrill, Jr. and Bernard Knight the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said mortgagor doth hereby assign, set over and transfer to the said mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issues in action to foreclose this mortgage after default in the conditions thereof.

AND IT IS AGREED by and between the parties that in the case of foreclosure of this mortgage, by suit or otherwise, the mortgagee shall recover of the mortgagor a reasonable sum as attorney's fee, which shall be secured by this mortgage, and shall be included in judgement of foreclosure.

WITNESS my Hand and Seal this 14 day of March in the year of our Lord one thousand nine hundred and fifty-nine and in the one hundred and eighty-third year of the Sovereignty and Independence of the United States of America.

Cornelious L. Robinson
Signed, Sealed and Delivered

in the Presence of
Frances J. Bernard
Ellen R. Loy
State of South Carolina,
Richland County

PERSONALLY appeared before me Frances J. Bernard and made oath that she saw the within-named Cornelious L. Robinson sign, seal, and, as his act and deed, deliver the within-written deed; and that she with Ellen R. Loy witnessed the execution thereof.

Sworn to before me this 14

day of March, A.D. 1959.

Ellen R. Loy
Notary Public for South Carolina

RENUNCIATION OF DOWER
State of South Carolina,
Richland County.

I Ellen R. Loy, Notary Public for S.C., do hereby certify unto all whom it may concern, that Mrs. Mary Alice M. Robinson the wife of the within-named Cornelious L. Robinson did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named T. Hugh Simrill, Jr. and Bernard Knight, their heirs and assigns, all her interest and estate, and also her Right and Claim of Dower of, in or to all and singular the premises within mentioned and released. Given under my Hand and Seal this 14 day of March, A.D. 1959.

Ellen R. Loy
Notary Public for
South Carolina.

ORDER FOR SERVICE BY
PUBLICATION
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF
COMMON PLEAS

T. Hugh Simrill, Jr. and
Bernard Knight,

Plaintiffs,
VS.
Ireather Bowser,

Defendant.
It appearing to my satisfaction from the Affidavit of Jimmy W. Grimes, Attorney for the Plaintiffs herein, and by the verified Complaint and lis pendens which are filed in the Office of the Clerk of Court for Richland County, State of South Carolina, that the above entitled action has been commenced and is now pending; that this Court has jurisdiction of the parties hereto and of the subject matter herein, and that a cause of action exists in favor of the above-named Plaintiffs and against the above-named Defendant as fully set forth in said Complaint.

It further appears that the Defendant is a necessary or proper party to the said action which is one for the foreclosure of a mortgage of real estate located in Richland County, State of South Carolina, and is more particularly described in the complaint herein. That the said Plaintiffs are unable, after due diligence to make service of the Summons in said action upon the Defendant, Ireather Bowser, that the said Defendant cannot be found within this State, although diligent efforts have been made, and that the Defendant's last known address is as follows: 48 Milford Road, Brookland, New York 11208.

NOW THEREFORE, on motion of Jimmy W. Grimes, Attorney for Plaintiffs, it is,

ORDERED, that the service of the Summons in this action upon the said Defendant, Ireather Bowser, be made by the publication thereof in the Osceola, a newspaper published in the City of Columbia, South Carolina, which newspaper is hereby designated as being most likely to give notice to the said Defendant, once a week for three weeks, and that the first publication of said Summons be made within ten days from the date of this Order, and that on or before the date of the first publication of said Summons, the Plaintiffs shall deposit in the mail one copy of said Summons, together with one copy of said Complaint and Lis pendens in this action, securely enclosed in an envelope, the postage therefore duly prepaid, and addressed to the said Defendant at 48 Milford Road, Brookland, New York 11208, last known address as set out herein before.

IT IS FURTHER ORDERED that at the option of the said Plaintiffs, a copy of said Summons and a copy of said Complaint and Lis pendens be delivered to the said Defendant,

Ireather Bowser, personally without the State of South Carolina and delivery shall have the same effect as completed publication and mailing thereof.

John R.T. Major
D.C.C.P. & G.S.
For Richland County
Columbia, South Carolina
May 10, 1978

PETITION FOR ORDER
OF PUBLICATION
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF
COMMON PLEAS

NOW COMES, Jimmy W. Grimes, Attorney for the Plaintiffs herein, who would respectfully show unto the Court:

1. That this is an action for foreclosure of a certain mortgage of real estate located in Richland County, South Carolina.

2. That, although due and diligent search has been made for the Defendant, Ireather Bowser, the Plaintiffs have been unable to locate her in this County and State, as will more particularly appear from the affidavit of Jimmy W. Grimes, a copy of which is attached hereto.

3. That Plaintiffs are informed and believe that it is necessary that they obtain jurisdiction of the Defendant by service by publication and it is their wish that this Court issue its Order allowing such service.

WHEREFORE, Plaintiffs pray that this Court issue its Order authorizing service of the Summons, Lis pendens, and Notice of filing of the Complaint, and Order of Publication herein.

Jimmy W. Grimes,
Attorney for Plaintiffs
Columbia, South Carolina
May 9, 1978.

6/1

SUMMONS
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF
COMMON PLEAS

Francis H. Smith,

Plaintiff,
VS.
Stanley R. Jacobs, Sharon
Jacobs, and Kline Supply
Company,

Defendants.
TO THE DEFENDANTS ABOVE
NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this matter, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscriber at his office at 1817 Pickens Street, Columbia, South Carolina within twenty (20) days after service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, then the Plaintiff herein will apply to the Court for the relief demanded in the Complaint.

Jimmy W. Grimes,
Attorney for Plaintiff
Columbia, South Carolina
May 8, 1978.

NOTICE
TO THE DEFENDANTS ABOVE
NAMED:

YOU WILL PLEASE TAKE NOTICE that the original Summons and Complaint in the above entitled action were filed in the Office of the Clerk of Court for Richland County, the object and prayer of which is to foreclose a certain mortgage of real estate as set forth in the Complaint.

Jimmy W. Grimes,
Attorney for Plaintiff
Columbia, South Carolina
May 8, 1978.

COMPLAINT
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF
COMMON PLEAS

The Plaintiff, complaining of the Defendants above named, would respectfully show unto this Honorable Court:

1. That the Plaintiff is a resident of the County of Richland, State of South Carolina; that the Defendants, Stanley R. Jacobs and Sharon Jacobs are residents of the

County of Richland, State of South Carolina; that the Defendant, Kline Supply Company, is a company organized and doing business in the County of Richland, State of South Carolina.

2. That the real property hereinafter described, which is the subject of this action, is situated and located in Richland County, South Carolina.

3. That on or about July 29, 1977, for value received, the said Stanley R. Jacobs and Sharon Jacobs executed and delivered to Francis H. Smith, the Plaintiff herein, a certain promissory note in writing, according to the terms and conditions set out therein, a copy of which is attached hereto and which incorporated in and made a part hereof by reference, by which maker promised to pay to Francis H. Smith the sum of Two Thousand Five Hundred and no/100 (\$2,500.00) Dollars, together with interest thereon from date at the rate of eight (8%) percent, per annum.

4. That in order to better secure the payment of the said note and debt, the said Stanley R. Jacobs and Sharon Jacobs executed and delivered on July 29, 1977 to Francis H. Smith, his heirs and assigns, a mortgage covering the following described property:

All that certain piece, parcel, or lot of land, with improvements thereon, situate, lying and in the theoreon, situate, lying and being on the Northern side of Littlehampton Drive, in the County of Richland, State of South Carolina, being shown and designated as Lot Six (6), Block D, on a plat of Stonegate, Phase I, by Palmetto Engineering Company, Inc., dated September 19, 1974, recorded in the Office of the R.M.C. for Richland County in Plat Book X at Page 2865, and being more specifically shown and delineated on a plat prepared for James B. and Rebecca G. Smith by Palmetto Engineering Company, Inc. dated December 31, 1975, and recorded in the Office of the R.M.C. for Richland County in Plat Book "X" at Page 9376; said lot being bounded and measuring as follows; according to said later plat: On the Northwest by a portion of Lot 48, Block D, whereon it measures Twenty-six and six-tenths (26.6#) feet; on the North by Lot 49, and part of Lot 50, Block D, whereon it measures One Hundred and five-tenths (100.5#) feet; on the East by Lot 5, Block D, whereon it measures One Hundred Fifty-two and six-tenths (152.6#) feet; on the South by Littlehampton Drive whereon it fronts and measures in a curved line Fifty Five and eighteen-hundredths (55.18#) feet; and on the West by Lot 7, Block D, whereon it measures One Hundred Sixty-One and Seventy-Five hundredths (161.75#) feet.

That on July 29, 1977, Sharon Jacobs, wife of said Stanley R. Jacobs, duly renounced dower on said mortgage, which was thereafter recorded July 29, 1977 in the Office of the R.M.C. for Richland County in Mortgage Book M470, Page 359, a copy of said mortgage being attached hereto and incorporated herein by reference.

5. According to the terms and conditions of said note and mortgage, it is provided that in the event of default in the payment of any installment when due, the entire principal and accrued interest shall at once become due and payable, without notice, at the option of the holder, and if the same should be placed in the hands of an attorney for collection, all costs of collection, including a reasonable attorney's fee to be secured by said mortgage as a part of the debt secured hereby.

6. According to the terms of said mortgage, and as additional security, the mortgagor assigned all the rents, issues and profits of the mortgaged premises from and after any default thereunder, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors or assigns, was given the right to have a Receiver appointed of the rents, issues and

profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as Receiver, shall apply the residue of the rents, issues, and profits toward the debt secured by said mortgage.

7. The monthly payments due on said note are in default since December 1, 1977, and the conditions of said note and mortgage have been broken and the Plaintiff elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said note and mortgage, as of December 1, 1977 the sum of One Thousand Seven Hundred and no/100 (\$1,700.00) Dollars, together with interest at the rate of eight (8%) percent, per annum, from December 1, 1977, and also for the costs and disbursements of this action, including attorney's fees.

8. That the Defendant, Kline Supply Company, is made a party hereto by virtue of a mortgage given by Stanley R. Jacobs and Sharon Jacobs unto Kline Supply Company dated January 31, 1978 in the original principal amount of Four Thousand Five Hundred and no/100 (4,500.00) Dollars, and recorded in the Office of the R.M.C. for Richland County in Mortgage Book M495, Page 667. Said lien of the mortgage being junior to that of the Plaintiff herein.

9. That the Plaintiff demands no person or deficiency judgement and any right to same is specifically waived.

WHEREFORE, the Plaintiff prays judgement:

1. That the amount due upon the said mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and the costs of this action.

2. That the said Plaintiff's mortgage be declared a second lien subject to the mortgage of Southern Bank & Trust Company recorded in the Office of the R.M.C. for Richland County in Mortgage Book M404, Page 697 dated December 31, 1975 in the original sum of Thirty Four Thousand Six Hundred Fifty and no/100 (\$34,650.00) Dollars and that the said Plaintiff have judgement of foreclosure for the amount so found to be due and owing thereon, with a reasonable sum as attorney's fees, and the costs of this action.

3. That the mortgaged premises be sold subject to the mortgage above set out under the direction of this Court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale;

Second, to the payment and discharge of the amount due on Plaintiff's mortgage, together with attorney's fees as aforesaid; and

Third, the surplus, if any, be distributed according to law.

Fourth, for such other and further relief as may be just and proper.

Jimmy W. Grimes,
Attorney for Plaintiff
Columbia, South Carolina
May 8, 1978.

6/1

PROMISSORY NOTE
SECURED BY SECOND
MORTGAGE ON REAL ESTATE
\$2,500.00 July 29, 1977
FOR VALUE RECEIVED, we, Stanley R. Jacobs and Sharon Jacobs, promise to pay to Francis H. Smith, or order, the sum of Two Thousand Five Hundred and no/100 (\$2,500.00) Dollars, with interest thereon at the rate of eight (8%) percent per annum, payable as follows: Five Hundred (\$500.00) Dollars together with accrued interest due and payable One (1) month from date hereof; and the balance of Two Thousand

(Continued On Page 24)

(Continued From Page 23)

(\$2,000.00) Dollars due and payable thereafter in twenty (20) equal consecutive monthly installments of One Hundred (\$100) Dollars principal together with accrued interest, with the first installment due and payable two (2) months from date thereof, and the remaining installments continuing monthly thereafter until fully paid.

All interest not paid when due shall bear interest at the same rate as principal.

And we hereby agree that if any time any portion of said principal or interest shall be past due and unpaid, the whole amount evidenced by this Note shall, at the option of the holder thereof, become immediately due and said holder shall have the right to institute any proceedings upon this Note and any collaterals given to secure the same for the purpose of collecting said principal and interest, with cost and expense, or of protecting any security connected herewith.

And we further agree hereby that if any part of the money due herein be not paid when due, or if this Note be placed in the hands of an attorney for collection, or if this debt or any part thereof, be collected by an attorney or legal proceedings of any kind, an attorney's fee of a reasonable amount besides all costs and expenses incident upon such collection, shall be added to the amount due upon this Note and be collectible as a part thereof.

This note is secured by a second mortgage of real estate located at 120 Littlehampton Drive, Richland County, South Carolina, of even date herewith.

Stanley R. Jacobs
Sharon Jacobs

To All Whome These Presents
May Concern:
State of South Carolina,
County of Richland

WHEREAS, we the said Stanley R. Jacobs and Sharon Jacobs in and by our certain Note or obligation, bearing date the 29th day of July, A.D. 1977, stand firmly held and bound unto Francis H. Smith in the penal sum of Two Thousand Five Hundred (\$2,500.00) Dollars, conditioned for the payment of the full and just sum of Two Thousand Five Hundred and no/100 (\$2,500.00) Dollars as in and by the said Note and condition thereof, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, THAT we the said Stanley R. Jacobs and Sharon Jacobs, for and in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said

Francis H. Smith, according to the condition of the said Note, and also in consideration of the further sum of THREE DOLLARS, to us the said Stanley R. Jacobs and Sharon Jacobs in hand well and truly paid by the said Francis H. Smith at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

FRANCIS H. SMITH, his heirs and assigns:

All that certain peice, parcel or lot of land, with improvements thereon, situate, lying and being on the Northern side of Littlehampton Drive, in the County of Richland, State of South Carolina, being shown and designated as Lot Six (6), Block D, on a plat of Stonegate, Phase I, by Palmetto Engineering Company, Inc., dated September 19, 1974, recorded in the Office of the Register of Mesne Conveyances for Richland County in Plat Book X at page 2865, and being more specifically shown and delineated on a plat prepared for James B. and Rebecca G. Smith by Palmetto Engineering Co., Inc., dated December 31, 1975, and recorded in the Office of the Register of Mesne Conveyances for Richland County in Plat Book X at page 9376; said lot being bounded and measuring as follows, according to said latter plat: On the Northwest by a portion of Lot 48, Block D, whereon it measures Twenty-six and six-tenths (26.6#) feet; on the North by Lot 49, and part of Lot 50, Block D, whereon it measures One Hundred and five-tenths (100.5#) feet; on the East by Lot 5, Block D, whereon it measures One Hundred Fifty-two and six-tenths (152.6#) feet; on the South by Littlehampton Drive, whereon it fronts and measures in a curved line Fifty-five and eighteen-hundredths (55.18#) feet; and on the West by Lot 7, Block D, whereon it measures One Hundred Sixty-one and seventy-five hundredths (161.75#) feet.

This is the identical property heretofore conveyed unto the Mortgagors by James B. Smith and Rebecca G. Smith by deed of even date herewith, recorded in the Office of the Register of Mesne Conveyances for Richland County Deed Book D431 at page 83.

The within constitutes a second mortgage upon said real estate.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto the said Francis H. Smith his wife and assigns forever. And we do hereby bind ourselves, our heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said Francis H. Smith, his heirs and assigns, from and against us and our heirs, executors, administrators, and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said mortgagor heirs, executors, or administrators, shall and will forthwith insure the house and building on said lot, and keep the same insured from loss or damage by fire in the sum of Dollars, and assign the policy of insurance to the said or assigns. And in case he or they shall at any time neglect or fail so to do, then the said or assigns, may cause the same to be insured in own name, and reimburse for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, That said Mortgagors, their heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the mortgage shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if we the said Stanley R. Jacobs and Sharon Jacobs do and shall well and truly pay, or cause to be paid unto the said Francis H. Smith the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said Note and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said mortgagor doth hereby assign, set over and transfer to the said mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this

mortgage after default in the conditions thereof.

AND IT IS AGREED by and between the parties that in the case of foreclosure of this mortgage, by suit of otherwise, the mortgagee shall recover of the mortgagor a reasonable sum as attorney's fee, which shall be secured by this mortgage, and shall be included in judgment of foreclosure.

WITNESS our Hands and Seals this 29th day of July in the year of our Lord one thousand nine hundred and seventy-seven and in the one-hundred and two hundred second year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Dorothy A. Whitman
T. Patton Adams

Sharon Jacobs
State of South Carolina,
Richland County.

Personally appeared before me T. Patton Adams and made oath that he saw the within-named Stanley R. Jacobs and Sharon Jacobs sign, seal and, as their act and deed, deliver the within-written Mortgage; and that he with Dorothy A. Whitman witnessed the execution thereof.

Sworn to before me this 29th day of July, A.D. 1977.

Dorothy A. Whitman,
Notary Public for South Carolina.

T. Patton Adams
State of South Carolina,
Richland County.

I, Dorothy A. Whitman, Notary Public for S.C., do hereby certify unto all whom it may concern, that Mrs. Sharon Jacobs the wife of the within-named Stanley R. Jacobs did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named Francis H. Smith, his heirs and assigns, all her interest and estate, and also her Right and Claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal this 29th day of July, A.D. 1977.
Dorothy A. Whitman, Notary Public for South Carolina.

Mrs. Sharon Jacobs

SUMMONS
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE RICHLAND COUNTY
FAMILY COURT
Jenny Lynne W. Lloyd,
Petitioner,

vs
Billy Joseph Lloyd,
Respondent.
TO THE RESPONDENT ABOVE
NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Petition in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Petition on the Petitioner or her attorney, Daniel T. Stacey, at his office in Suite 1710, Bankers Trust Tower, Columbia, South Carolina, within twenty (20) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Petition within the time aforesaid, the Petitioner in this action will apply to the Court for the relief demanded in the Petition.

Dated at Columbia, South Carolina, on the 15th day of May, 1978.

Daniel T. Stacey
Attorney for Petitioner

John R.T. Major
Clerk of Court
Richland County Family Court

Columbia, South Carolina
May 15, 1978

NOTICE
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE RICHLAND COUNTY
FAMILY COURT
Jenny Lynne W. Lloyd,
Petitioner

vs
Billy Joseph Lloyd,
Respondent.

TO THE ABOVE NAMED
RESPONDENT:

YOU WILL PLEASE TAKE NOTICE that the original Summons and Petition in the above entitled action was filed in the Office of the Clerk of the Richland County Family Court, Columbia, South Carolina, on the 15th day of May, 1978.

Daniel T. Stacey
Attorney for Petitioner
Columbia, South Carolina
25, May, 1978.

6/15 TB

9/6 bold
osceola

NOTICE OF LOST STOCK CERTIFICATE

Notice is hereby given to all whom it may concern that certificate #2 of the common stock of Capital Alarm, Inc. has been lost or destroyed. Application for a duplicate certificate will be made to Capital Alarm, Inc. on June 19, 1978, such date being more than three weeks from the first publication of this notice. Notice is further given that after two years from the

date of issuance of the duplicate certificate the original certificate shall be null and void. 6/15

legals

PUBLIC NOTICE

PUBLIC NOTICE is hereby given that three days after publication of Notice, Bill Hamm and Joseph Watson intend to file a Petition for incorporation of a non-profit corporation to be located at 2419 Marion Street, Columbia, South Carolina and known as the North Marion Street Community Organization, Inc. the purpose of said corporation is to promote city living by protecting and preserving inner city neighborhoods. The address of the above named Petitioners, who shall be officers and agents of the proposed Corporation is 2419 Marion Street, Columbia, South Carolina.

6/1

Series E Bonds pay 6% interest when held to maturity of 5 years (4 1/2% the first year). Interest is not subject to state or local income taxes, and federal tax may be deferred until redemption.



A public service of this publication and The Advertising Council.



The summer blood donor is a rare bird. Be one.

The American National Red Cross

**Poison Control
Center Hotline
765-7359**

ASMER'S WINE CELLAR

Serving you for 30 years. Located corner Hardin & Blossom in 5 Points. Call 799-8505 or 799-4307

- ☐ German
- ☐ French
- ☐ Italian
- ☐ Spanish
- ☐ Greek



Check Your Favorite
Wines and Bring This Coupon In
For A 15% DISCOUNT on your
purchases. Remember: "A Day
Without Wine Is Like A Day Without Sunshine."

Good thru June 3, 1978

WINE-OF-THE-MONTH COUPON

ASMER'S WINE CELLAR